

Performance Work Statement For Non-Emergent Wheelchair/Medi-Chair Transport

1. Scope of Work

1.1 The Department of Veterans Affairs, Veterans Integrated Service Network (VISN) 8, Bay Pines Healthcare System, Health Administration Services (HAS) requires 24-7, Non-Emergent Wheelchair and Stretcher Transportation, including Federal Holidays, to and from C.W. Young Veteran Affairs Medical Center (VAMC) and its surrounding Clinics and Community Based Outpatient Clinics (CBOCs) located in seven (7) surrounding counties (Lee, Charlotte, Sarasota, Manatee, Highlands, Collier, and Pinellas) and occasional trips to other VAMC's outside of the seven (7) county area for special care and treatment not provided by C.W. Young VAMC.

1.2 Non-Emergent Wheelchair and Stretcher Transportation is a required service for eligible veterans used to transport veterans to and from local VA facilities for regularly scheduled appointments and fee based appointments. Also, C.W. Young VAMC provides around the clock care, 24-7, including holidays, and must accommodate wheelchair bound veterans with appointments and procedures outside of normal duty hours of the VAMC.

1.3 Contracted drivers are required to provide assistance to patients, as necessary, to enter and exit vehicles; and to enter, locate, and sign-in at appropriate clinic areas upon arrival at destinations. The VA Service may require and request an attendant, in addition to the driver. An attendant is required to transport patients who are identified as "high wander risk".

2. Definitions:

2.1 *Ambulatory Patient* -A non-emergency VA beneficiary who does not require the use of an ambulance, wheelchair, or stretcher van, whose handicap prevents use of normal modes of transportation, such as a car, van or taxi, or prevents the person from entering/exiting a normal vehicle without special assistance. A VA facility clinician determines if the patient requires special mode transportation based on a medical impairment or special need.

2.2 *Wheelchair Patient* - A non-emergency VA beneficiary confined to a wheelchair or scooter, using a wheelchair or scooter for mobility or with mobility impairments, whose handicap prevents use of normal modes of transportation such as car, van, or taxi. A VA facility clinician determines the patient needs wheelchair transport.

2.3 *Stretcher Patient* - A non-emergency patient whose severe mobility impairment requires him or her to remain in a lying position, unable to sit in an upright position for prolonged periods of time. A VA facility clinician determines the patient's need for stretcher transport.

2.4 *Multiple Riders* - Multiple riders is defined as, more than one patient is transported simultaneously in one vehicle at any given point during a trip.

2.5 *Escort/Caregivers* - An escort/caregiver is defined as an individual, not employed by the Contractor, who provides direct care to the patient being transported via special mode.

3. Delivery

Transportation services shall be furnished on an as needed" basis. Services may be required 24 hours per day, seven days per week including holidays. The contractor shall provide all manpower, equipment, vehicles, fuel, materials and supplies and supervision necessary to perform all tasks.

4. Vehicles Requirements and Inspections

4.1 Contractor's vehicles shall meet all requirements within this section. Contractor's vehicles shall meet all current applicable Federal, Florida State and local specifications and regulations including, but not limited to, licensing, registration, and safety standards, and insurance.

4.2 All vehicles shall be radio dispatched, and equipped with operational heating and air conditioning systems to ensure as comfortable temperature ranges as possible while in transit and staging/loading. Vehicles shall be capable of transporting oversized and motorized wheelchairs. Additionally, vehicles shall contain any equipment required by all applicable Federal, State or local laws and provide for the safety and comfort of the VA patients being transported. Vehicles must be equipped as required by all applicable Federal, State or local laws and provide for the safety and comfort of the VA patients being transported.

4.3 Contractor's fleet shall, in addition to wheelchairs, have the ability to transport VA patients with three-wheeled electric carts, medi-chairs, stretchers and other approved transport devices. Transport vehicles shall have approved restraining devices that allow the patient to ride on three-wheeled carts, wheelchairs, medi-chairs, stretchers, and other approved transport devices while in transport or describe alternate means to transport and accommodate the patient and their transport device. Contractor's Fleet shall demonstrate an ability to restrain patients and all associated equipment traveling with the patients.

4.4 The VA reserves the right to inspect contractor's equipment and vehicles or require documentation of compliance with stated specifications, State laws, policies, regulations and

guidelines governing medical transport vehicles. VA inspections of contractor equipment will not constitute a warranty that the contractor's vehicles and equipment are properly maintained. The VA reserves the right to restrict the use of equipment and vehicles, which are not in compliance with stated requirements. The restriction of such equipment and vehicles shall not relieve the contractor from performing in accordance with the strict intent and meaning of the government's needs as contained in this PWS and without additional cost to the VA.

4.5 The contractor shall identify vehicles to be used exclusively for VA contract work. Identified vehicles shall be available for inspection and approval by the VA. Contractor shall allow ten (10) calendar days, from the date of award, to have the vehicles identified in the technical proposal, inspected and ready for work. Additional vehicles may be used for work only after the vehicle(s) has been inspected and approved by the VA.

4.6 The VA will cooperate with the contractor to facilitate all inspections in a reasonable time as determined by the Contracting Officer. The Contracting officer or the COR may authorize substitution of vehicles during work in emergency situations without prior inspection as authorized. Vehicles shall meet the following inspection points:

a) Vehicle Requirement:

- a. Certificate of Insurance (see FAR Clause 52.228-10)
- b. Compliance with all applicable Federal, State and local laws and be certified by the Florida Department of Business & Professional Regulation and Department of Highway Safety & Motor Vehicles for Non-Emergent Transport.
- c. All Vehicles shall be equipped with GPS systems which have the following capabilities: Line Mapping – step by step directions.
- d. Have functioning mechanisms which ensure all access doors are capable of being opened from the inside; and during travel, remain closed and secure.
- e. Have a functioning speedometer indicating speed in miles per hour and a functioning odometer correctly indicating distance in tenths of a mile.
- f. Be equipped with operational air conditioning and heating systems.
- g. Have exterior free of grime, oil or other substances, free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.
- h. Be equipped with hubcaps or wheel covers.
- i. Have all body molding in place, or if removed, holes shall be filled and painted.
- j. Have a passenger compartment free of dirt, torn upholstery or floor coverings, damaged or broken seats, protruding sharp edges, and vermin or insects.

- k. Have an unobstructed vision on all sides.
- l. Be equipped with an operable two-way radio and/or cellular telephone communication system, which affords contact with the vehicle(s) during all hours of operation. **Beepers are not considered an acceptable substitute.** If using a two-way radio, a base station for a scheduler shall be provided at the VA.
- m. Meet all safety and mechanical standards established by Local, State and Federal statutes and regulations.
- n. Have windows and doors, which can be opened and closed in accordance with manufacturer standards.
- o. Not have leaks of any kind.
- p. Be equipped with a functioning horn.
- q. Have operable seat belts on all seats.
- r. Have fully charged, certified and non-expired fire extinguisher.
- s. Wheelchair vehicles shall have wheelchair tie down straps and effective securement devices to secure both wheelchair and wheelchair customers.
- t. Have a backup lift for all capacity. The lift shall incorporate an emergency method of deploying, lowering to ground level with a lift occupant, and raising and stowing the empty lift, if the power to the lift fails.
- u. A fixed seat position or a fixed secured floor or sidewall wheelchair lock must be approved for each ambulatory or wheelchair restricted passenger being transported, according to the passenger's needs.

4.7 Vehicle compartments shall provide a comfortable environment with operable air conditioning that will maintain comfortable conditions in 75 degrees or more. Proposal shall include a contingency plan for any vehicle that becomes incapable of meeting the requirements outlined in this PWS.

4.8 *In regards to licensure and registration, the Contractor shall comply with all Federal, Florida State and local specifications and regulations; refer to FAR 52.212-4(g). Such requirements will be enforced as part of contract administration.*

5. Contractor Personnel Qualifications

5.1 Contractor employees shall conduct themselves in a businesslike manner, meet qualifications specified in this PWS, and meet qualifications required by Federal, State, County and local government entities identified in this PWS. Contractor shall submit certification of training, as required and in compliance with local, state, and federal regulations.

5.2 If the Contractor proposes to add or replace personnel to perform contract services,

the Contractor shall submit the required evidence of training, certifications, licensing and all other qualifications, designated in this PWS, to the designated COR for approval. At no time shall the Contractor utilize add-on or replacement personnel to perform contract services with prior approval of the COR or Contracting Officer.

The contractor shall provide a key personnel/driver/Attendant Roster with the following employee information:

Name, Position, Title, and Work assignment area

After contract award, any personnel changes shall be submitted, to the COR, for approval at least seven (7) days prior to making changes; unless there is an emergency change required. In such case, the COR will be notified immediately with the above information for approval by the CO.

6. Driver Qualifications

6.1 Drivers shall wear appropriate identification that clearly identifies them by name, title, job performed, and company name. All drivers shall have a valid "Class E" Operator's License issued by the State of Florida Department of Transportation location of operation.

6.2 Drivers shall possess current and valid licenses/certifications prior to transporting VA patients. Copies of these licenses/certifications and credentials shall be provided to the VA upon request at any time.

6.3 Drivers shall meet Florida DOT requirements and hold current CPR certifications. Employees shall be trained on the appropriate handling of mental health and developmentally disabled patients.

6.4 Drivers providing services shall have less than five (5) current points on their driver's license, none of which for "Reckless Driving, be trained in the correct use of the special equipment herein, ensure the vehicle meets requirements, and each passenger is properly securely restrained prior to vehicle being placed in motion and throughout the transportation process.

6.5 An attendant, upon request of the VA, is defined as an employee, other than the driver, required to transport patients who are identified as "high wander risk". These patients will be flagged as "HWR: on the log.

6.5 The VA will provide proper patient information of special needs patients to determine the training and qualifications of the attendant needed. The contractor shall ensure that each attendant is trained, qualified and certified to perform the duties required, including CPR certification.

7. Employee Training

7.1 The contractor shall be responsible to ensure employees providing work are fully trained and completely competent to perform the required work. This shall include but is not limited to: trip tickets, waiting procedures, and patient safety issues such as mandatory seat belts, strapping of wheelchairs into special needs transportation, visual and verbal checking with the veteran during transport, compliance with established VAMC policy regarding Management of High Wander Risk and Missing Patient Events, etc.

7.2 Employees shall have all necessary training required to perform the requirement contained in this PWS. Personnel shall have documented training as required. Records of training and certifications shall be maintained and available for VA inspection upon request.

8. Contractor Performance:

8.1 In the event that the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the Beneficiary Travel Office and provide a justification for non-performance. The VA will re-procure services that cannot be performed by the Contractor. The Contractor shall indemnify the VA for excess re-procurement cost, which may result from the Contractor's inability to perform the required service.

8.2 Payment of re-procurement costs shall not relieve the Contractor from any other provision in this contract. The VA will be the sole judge in determining when services will be re-procured. The failure of the contractor to perform services within the required time frames and in accordance with terms and conditions may result in termination of the contract in accordance with FAR clause 52.212-4(m).

8.3 Sub-contracting

8.3.1 All sub-contracting and sub-contracting plans shall be in accordance with FAR part 19-.7. All sub-contracting plans shall be in accordance with FAR part 19-.704. The contracting officer shall ensure all sub-contracting plans have been reviewed and approved by all appropriate levels and Small Business Administration (SBA) procurement.

8.3.2 Management plan shall demonstrate FAR 52.219-14 (c) (1) Limitations on Subcontracting – "Services (except construction). At least 50% of the cost of contract performance incurred for personnel shall be expended for employees of the concern. Please provide affirmative statement that the quote provided reflects an offer in compliance with the limitation of subcontracting, and include a description of how the offeror intends to comply with the Limitations on Subcontracting. The description shall include instructions for the calculation of the cost of contract performance incurred for personnel expended by employees of the concern. Additionally, please provide a cost breakdown which reflects a

calculation of the anticipated cost of the contract performance incurred for personnel expended by employees of the concern, the prime.”

8.4 Requests for Services

8.4.1 Prior to performance, the Contractor will be provided a list of names or position titles and phone numbers of authorized Government personnel who may request services and receive calls from Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur.

8.4.2 The Contractor shall ensure that requests for services are received from authorized personnel. Services rendered in response to requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor. In addition to the COR, the Beneficiary Travel Office is designated by the Contracting Officer to order required services.

8.5 Auxiliary Services

8.5.1 Contractor shall transport patient luggage, medical records, medications, prosthetic devices and comfort items from pick-up points to destinations at no additional charge to the Government.

8.5.2 The VA reserves the right to have an escort, such as a relative, or care provider of beneficiary or VA staff accompany beneficiary when the VA determines that such an escort is in the best interest of the beneficiary. The VA will also be the sole judge in determining when an escort is required. There shall be no additional charge to the VA when escorts are authorized to travel with beneficiary.

8.6 Patient Rights

8.6.1 The Contractor shall be courteous to VA beneficiaries and shall not smoke while transporting patients. Patients may bring a reasonable amount of equipment, such as folding wheelchair, consumable medical supplies and personal suitcase. When transporting patients to or from Medical facilities, the driver, acting for the Contractor, shall ensure that the patient’s luggage, medical records, medications, and prosthetic devices are properly accounted for and delivered with the patient as required.

8.6.2 The contractor shall notify the COR, in writing within 24 hours of any complaints made by the patients with regards to the transport service. The contractor may provide recommendations for improved services along with the patient complaints for the VA’s review. No recommendation shall be construed as being effective until and unless it is provided as a written modification to the contract from the Contracting Officer.

8.6.3 Transportation services listed shall include bridge, tunnel or road toll charges. Contractor shall not bill the VA for any such separate charges.

8.7 Escort/Caregivers

8.7.1 The VA reserves the right to send an escort, such as a relative, caregiver, or VA staff to accompany a beneficiary when the VA determines that the escort/caregiver is in the best interest of the beneficiary receiving travel services.

8.7.2 The contractor/attendant is notified in advance if a scheduled transport patient requires an escort/caregiver. An escort/caregiver is defined as an individual, not employed by the contractor who provides direct care to the patient being transported via special mode.

8.7.3 Adequate seating shall be provided for escort/caregivers, with appropriate safety equipment. There shall be no additional charge for escorts/caregivers.

8.7.4 The VA shall be the sole judge in determining when an escort/caregiver is required.

8.7.5 The contractor shall only be required to transport the escort/caregiver that accompanies a patient and shall not be required to return the escort/caregiver that does not accompany a patient to the point of origin, except when specifically authorized.

9. TRIP RATE/MILEAGE RATE

9.1 The Trip Rate shall constitute full compensation for round trips which do not exceed 50 miles as defined herein. The Contractor shall also receive the mileage rate quoted above (the Mileage Rate) for any round trip which extends beyond 50 miles. The Mileage Rate is applicable only for mileage beyond 50 miles and in no event shall the Contractor receive reimbursement of the Mileage Rate for any mileage within the Trip Rate.

9.2 Rates:

- a) Round trip Rates will apply to the loaded portion of all trips within 50 miles. This rate will also apply to trips outside of 50 miles. For these trips the mileage rate indicated in the Schedule as “one-way mileage rate” will be paid for only those one-way miles outside of 50 miles. For example a trip from C.W. Bill Young VAMC to the Lee County Outpatient Clinic and return drop off that is outside of the 50 miles will be paid the One-Way Trip unit rate for miles outside the limit.
- b) Trip mileage shall be determined by the latest edition of the Google Maps.
- c) In events where a trip is a “one way trip” inside the 50 mile radius, the contractor shall invoice at the rate quoted per mile for a roundtrip trip. For example, a roundtrip trip is quoted as \$50 for all trips inside 50 miles and the quote is based

on \$1.00 per mile; a “one way trip” from the veteran’s home to CW Bill Young VAMC of 25 miles would be calculated as 25 miles x \$1.00 per mile = \$25.

9.3 Waiting Time:

9.3.1 For time lost in waiting at either end or both ends of a trip due to causes beyond his control, the contractor will be reimbursed at the rate of one-fourth the hourly rate indicated in the Schedule for each quarter-hour or fraction thereof in excess of one-quarter hour from the time he reports to the designated person. If the pickup is other than at the VAMC, the contractor will call the Travel Unit or the on duty (AOD) as soon as he anticipates that a delay may develop for which he expects to claim reimbursement. This call is only for the purpose of verifying his arrival time at the pickup point and is not necessary if the contractor anticipates no delay for which he will claim reimbursement.

9.3.2 Transportation services listed shall include bridge, tunnel or road toll charges. Contractor shall not bill the VA for any such separate charges.

9.3.3 Should the VA make a determination that a previously scheduled trip may be cancelled, and a vehicle has already been dispatched to the designated pick-up point, VA may notify the Contractor to cancel the order. For orders that are cancelled while the contractor is already in route to the designated pick-up, the contractor shall be entitled to receive 50% of the base rate for the trip, as provided in Schedule of Services.

9.3.4 This charge shall not include any mileage charge. If the Contractor arrives at the destination before VA cancels the order, or if the Contractor is unable to perform a scheduled pick-up for reasons beyond the Contractor's control, e.g., incorrect address, or patient absence, or patient refusal, then the Contractor shall receive 100% of base rate for a one-way trip as provided in the schedule.

9.4 Hours of Performance and Notification

9.4.1 Contractor shall provide patient transport services for VA beneficiaries as requested 24 hours a day, seven days a week, on an as needed basis for facilities that are operational 24/7. Contractor shall provide patient transport services for VA beneficiaries as requested for VA facilities that do not operate 24 hour basis or on an as needed basis.

9.4.2 If the contractor's place of business is located beyond the local telephone call zone of the VA locations, the contractor shall provide a toll free number for accepting VA calls or accept collect calls. It is estimated that 90% of all requests for service will be placed by telephone.

9.4.3 Requests for service may also be in writing or oral from an authorized representative of the VA, and may be completed by telephone, facsimile, mail, e-mail, or in person.

Electronic Transmissions: The contractor shall propose an electronic media, (e.g. facsimile, e-mail), available at all times during the contract period to communicate requirements such as patient incidents, requests for service, special correspondence, etc. with the VA.

9.4.4 This electronic media cannot log or record patient information. Patient information must remain confidential and be safeguarded at all times. Use of this communication system shall be mutually agreed upon after award but prior to contract performance.

9.5 Origin and Destination

9.5.1 Patients may be transported to or from any designated location defined in this PWS. All transports shall be between VA facilities or between the VA facility and a facility that provides care under VA auspices (i.e. Contract Nursing Home, Community Outpatient Clinics, Fee Base appointments) and/or between the home of the beneficiary receiving travel services and the VA facility. The VA will specify the points of origin and the destination of every trip.

9.6 Response Time

9.6.1 Between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday (excluding Government holidays), the contractor's vehicles shall respond within 30-minutes after receiving a trip request/order.

9.6.2 All other times the contractor's vehicle shall respond within forty-five (45) minutes after receiving a trip request/order. If the contractor fails to furnish service within the required response times, the VA reserves the right to obtain this service from another source.

9.6.3 The VA shall be the sole judge in determining when to order service from another source. Repeated failure to meet required response time may result in termination or discontinuance of further orders. Response time shall be calculated from the contractor's receipt of the telephonic or fax trip request.

9.7 Cancellation

At the time of the trip request, the contractor shall acknowledge their ability to provide the service within the requested response time. If the contractor cannot provide the services for any reason, they shall notify the VA staff person requesting the service of their inability to provide the service. The contractor shall not charge the VA a cancellation fee when cancellations are made prior to the special mode transportation dispatch.

10. BILLING

10.1 Contractor shall submit invoices to the Beneficiary Travel Office for processing on a weekly basis at C.W. Young VA Medical Center. To constitute a proper invoice, the invoice must contain the following information to assist the Government in making timely payments:

- a. Name of contractor
- b. Complete address of where payment is to be sent
- c. Contractor's telephone number for billing questions
- d. Contract number
- e. Date of invoice
- f. Total amount billed
- g. Daily itemized listing of transports and charges (including patient's name, the last four digits of the SSN, date of transport, and pick-up/drop-off points)

10.2 The Government reserves the right to cancel any patient pick-up due to late response time (late defined as one hour) after the specified pick-up time. Government may either reschedule the pick-up for another time or employ the services of another firm, contracted or non-contracted, for same day service. Contractor shall be responsible for all additional costs incurred by the Government if another firm is utilized.

10.3 Substitution of Beneficiary

The VA reserves the right to substitute the beneficiary requiring services at any time to prevent delays, cancellations, or no-shows. There shall be no additional charge to the VA when such substitutions occur.

10.4 Trip Documentation

The contractor shall document each transport with an appropriate document that specifies the date, patient name, time of pick up, destination, time of drop off and any notes regarding issues particular to the specific transport, including recording oxygen, cardiac monitoring, and other services provided.

The contractor shall include a copy of this form with all invoices and also provide the trip documentation form upon request by the VA. These forms shall serve as documentation of the transport and shall be a source document for reconciliation of the contractor's requests for payment.

11. QUALITY ASSESSMENT DATA:

11.1 5% of trips will be reviewed on a monthly basis to determine contractor's response times in order to accurately measure performance. The daily trip logs and the appointment management software will be reviewed to gather the data for this review. The acceptable performance level is 90% on time arrival.

11.2 Vehicle accidents or incidents involving VA Beneficiaries during the transit process shall be reported within one (1) hour to the COR with a follow-up written review within 24 hours.

11.3 Upon request and at no charge to the government, the contractor shall provide report(s) on patient safety, patient utilization, or other transportation related information.

PERFORMANCE STANDARDS:

| Tasks | Performance Measures | Acceptable Quality Level (AQL) | Remedies / Deductions / Incentives |
|--|-----------------------------|---------------------------------------|---|
| Provide pickup within 45 minutes after notification for unscheduled trips and 30 minutes for scheduled transports. (PWS, para 9, Response Time) | Daily | 95% | 25% reduction of trip price for failure to meet 45 minute and 30 minutes timeframes. / Favorable Past Performance Rating |
| Ensure a sufficient number of vehicles are available during normal duty hours to meet the wheelchair and stretcher transport needs. (PWS, para 4, Vehicle Req/Insp) | Daily | 100% | If an alternate transport vendor is required to be used due to failure of Contractor to provide timely transportation any excess charges will be charged to the Contractor. / Favorable Past Performance Rating |
| Ensure all vehicles are in proper condition and fit for public safety. (PWS, para 4, Vehicle Req/Insp) | Annually | 100% | Provide documentation to Contracting Officer Representative (COR). / Review for determining Option Year Renewals. |
| Ensure drivers and attendants are properly licensed, trained and competent to provide the services in this contract. (PWS, para 5, 6, and 7) | Annually | 100% | Provide documentation to Contracting Officer Representative. / Review for determining Option Year Renewals. |

12. Business Associate Agreement

Personal Health Information and Personal Information will fall under these guidelines:

12.1 Privacy Act/Health Insurance Portability and Accountability Act: The contract holder shall comply with the provisions of the Privacy Act of 1974, the Health Insurance Portability

and Accountability Act (HIPAA) of 1996, as well as all applicable VHA regulations. The contract holder shall not maintain and/or share sensitive or patient identifiable information in any form or for any purpose, other than what is needed to perform its obligation under the established business agreement. The contract holder shall have internal policies and procedures, in accordance with HIPAA, that protect and maintain the confidentiality of individual patient information and shall comply with the Privacy Act HIPAA as it pertains to general patient information, HIV, drug and alcohol abuse, and sickle cell anemia.