

Statement of Work

Title of Project: Wheelchair Van/Ambulette Services

Background/Need: The James J. Peters VA Medical Center, Bronx, NY, has a requirement for 24-hour Wheelchair Van/Ambulette service to transport eligible beneficiaries of the medical center for medical services. Services shall be provided 24 hours, 7 days per week, 365 days per year, including weekends and holidays, for eligible Veteran beneficiaries of the James J. Peters VA Medical Center in Bronx, NY and its three (3) Community-Based Clinics (CBOCs) located in Yonkers, Queens and White Plains respectively. We have a patient population of radiation therapy, dialysis, mentally ill, spinal cord and homeless who will require frequent transport. The contractor will be servicing the Business Office Veterans Transportation Program and Beneficiary Travel.

Facility Addresses:

James J. Peters VA Medical Center
130 West Kingsbridge Road
Bronx, New York 10468

Yonkers Community Based Clinic
124 Main Street
Yonkers, New York 10701

Queens Community Based Clinic
47-01 Queens Boulevard
3rd Floor Suite 301
Sunnyside, New York 11104

White Plains Community Based Clinic
23 South Broadway
White Plains, New York 10601

The Contractor gaining award shall provide all vehicles, personnel, management, supplies, transportation, equipment and reports necessary to cover all Wheelchair van/ambulette services as identified in the Statement of Work.

DEFINITIONS:

One-Way Trip: The distance over which a patient is transported, from point of pick up to destination. Round trip transportation shall be invoiced as two one-way trips. All trips are considered one-way unless the VA pre-schedules a round-trip.

No-Load Trip: When wheelchair van/ambulette service is ordered under the terms of this contract, but the patient is not available for pick-up due to unforeseen circumstances. The Contractor shall collect for such no-load trips at the applicable schedule rates.

VA Travel Unit: Includes the Veterans Transportation Service Mobility Manager, Beneficiary Travel Supervisor and the Beneficiary Travel dispatcher and clerks.

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Hospital Administrative Coordinator (HAC) – VA employee who acts as the hospital administrator during all hours that are not normal working hours, as well as weekends and holidays (WHEN hours). Normal working hours are 8:00 a.m. to 4:30 p.m. Monday through Friday.

SERVICE AREA:

Services may be required throughout the five (5) boroughs of New York City (Bronx, Queens, Brooklyn, Manhattan, and Staten Island) and throughout Nassau and Suffolk counties. Occasional travel to upstate New York, as well as Pennsylvania and Connecticut, may also be required.

CONTRACTOR QUALIFICATIONS:

- a. Proposals shall be considered only from offerors who are regularly established in the business called for and who are financially responsible and have the necessary equipment and personnel to furnish service in the volume required for all items under this contract. Successful offeror shall meet all requirements of Federal, State and City codes regarding operations of this type of service.
- b. Each offeror must submit, along with proposal:
 1. Copy of insurance certificate(s)
 2. Copy of business license(s)
 3. List of all vehicles (including make, model and year) and vehicle identification number (VIN), as well as location of hub/main office. This list must contain information as to the metering devices or methods offeror proposes to use in determining mileage.
 4. Inspection report for all vehicles.
 5. Proof that Contractor vehicles are licensed and meet minimum requirements as mandated by the Department of Transportation of the State of New York, as described in the SOW.
 6. List of all vendor personnel that will be performing contract tasks & requirements listing name, title and job description of each employee,
 7. Written verification that all drivers are in compliance with applicable New York State requirements for the performance required under this contract, as required in the SOW.

WORK HOURS:

Services will be provided, as requested, 7 days a week, 24 hours a day, 365 days per year, including all national Federal Holidays.

RATES AND MILEAGE

Base Rate: For all one-way trips and no-loads ordered under this solicitation, the Contractor shall receive the base rate. The base rate shall constitute full compensation for one-way trips and no-load trips, which do not exceed the mileage threshold as defined herein. The mileage threshold for the James J. Peters VA Medical Center and its three (3) Community-Based Clinics (CBOC's) facilities is a ten (10) mile radius from pick up point. (i.e. If required to pick up a patient at the James J. Peters VA Medical Center facility, the

mileage threshold will be a ten (10) mile radius from that point). The Contractor shall also receive a mileage charge for any trip in excess of the mileage threshold. In the event fraction miles result, VA shall pay the rounded off amount to the next higher even mile. In no event shall the Contractor receive this rate for miles traveled within the specified threshold.

Mileage Determination: Utilize Bing Maps located at <http://www.bing.com/maps/>.

TOLL CHARGES: It is agreed and understood that the prices quoted in the schedule do not include any ferry, bridge, tunnel or road toll charges. Any such legitimate toll charges incurred shall be limited to only when the patient is traveling in the vehicle, or to a no-load trip, and shall be listed separately on the contractor's invoice. The contractor is responsible for all initial EZ PASS or payment of all tolls, to be reimbursed after the fact by VA. Tolls will not be billed or paid for bridges or tunnels used when a non-toll road was feasibly available for the trip.

All invoices must be accompanied by supporting documentation of tolls actually paid (i.e. receipts, EZ Pass, etc.).

WAIT TIME:

For time lost in waiting due to causes beyond the control of the driver, the contractor will be reimbursed in 15 minute increments, at the rate of one-fourth the hourly rate quoted. The base rate for medical transportation services shall include a 30 minute waiting grace period at origin and destination; the wait time charge only applies if the crew is delayed longer than 30 minutes at the time of pickup or delivery.

1. For add-on trips, waiting charges shall commence 30 minutes from the time the Contractor actually arrives at the designated pick-up and/or delivery points. For add-on trips with specified time for pick-up, waiting charges shall commence 30 minutes after that pick-up time. For scheduled trips, waiting charges shall commence 30 minutes from the scheduled pick-up time or from the time the Contractor actually arrives as the designated pick-up point, whichever is later.
2. If the designated pick-up and/or delivery points are at other than the VA Medical Center and waiting beyond the required 30 minute grace period is anticipated, the Contractor shall notify the VA Travel Unit; if these individuals are not available, the Contractor shall notify the AOD. This call is only for the purpose of verifying the Contractor's time of arrival at pick-up and delivery points and is not necessary if the Contractor does not anticipate a delay for which waiting charges will be claimed. The Contractor's failure to provide notification when waiting beyond the grace period shall result in non-payment for waiting time. No charges will be honored without prior approval. Immediate communication can often eliminate the possibility of delays. It is permissible for Contractor to confirm runs with beneficiaries by phone prior to dispatching units.
3. Wait time shall not apply to the reasonable amount of time required for escorting the patient to the vehicle, loading and securing patient in vehicle, or unloading and delivering the patient to the authorized care giver or specified destination area.

NUMBER OF PATIENTS: It is understood and agreed that the COR at the VA facility will decide the number of patients to be transported on a trip. When authorized a maximum of four (4) persons

whether patients, attendants, VA employees or relatives of patient will be allowed in one (1) vehicle at one time. Only two (2) motorized wheelchairs, two (2) to three (3) manual wheelchairs or one (1) motorized and two (2) manual wheelchairs can be transported at one time in a vehicle to meet Department of Transportation (DOT) law. If more than one patient is transported concurrently on a single trip, the contractor shall be reimbursed for the Mileage Rate for only one trip to the **longest** distance traveled with any one patient on that particular trip. The contractor must ensure that the pickup and drop-offs are scheduled so that the total distance traveled will result in the most economical cost to the government. Mileage is calculated based on the most direct distance between the origination and destination.

ORDERS:

1. **Authorized Ordering Officials:** Requests for services will be made by authorized VA staff only, in writing, telephone, or via telefax. The contractor will be provided a list of the names and telephone numbers of the persons authorized to place orders upon award of the contract. Patients are not permitted to order transportation at VA expense. The government will not be held liable for those services performed by the Contractor which are ordered by people who are unauthorized. The delegated Ordering Officer shall place orders for service. The Government will not be held liable for those services performed by the Contractor which are ordered by people who are unauthorized. The contractor will be provided a list of the names and telephone numbers of the persons authorized to place orders upon award of the contract.
 - a. Orders will be placed a day ahead. Any trip the same day is an add-on. An order will be generated for add-on that reflects the date and time the request was received by Contractor.
 - b. The contractor is to follow the designated pick up time or comments as specified for each patient on the **TRAVEL LOG SHEET**. If any changes, the contractor must contact the travel unit or travel supervisor as soon as possible.
 - c. All drivers are required to check in and out of the particular VA facility Travel Unit when dropping off and picking up patients. Drivers shall have a receipt (contractor provided) time/date stamped by the Travel Unit. A copy of the receipt shall be left with the Travel Unit at that time.
 - d. Patient must arrive at their destinations no later than their appointed time.
 - e. **Two (2)-men team** will be required occasionally to lift certain patient's more than one flight of stairs to get to patient's residence and patient must be presented to caregiver.
 - f. All drivers **MUST** confirm the patients discharged address with the travel office between the hours of 8:00am -4:30pm. Any patient being discharge after 4:30pm, the driver **MUST** confirm the address the patient is being discharged to with the Nursing & Administrative Coordinators (NAC) or the dispatchers.
 - g. The driver or dispatcher **MUST** notify the travel office if a patient is being discharged or transferred is not ready for transport at the designated time.
 - h. All inter-facility transfers **MUST** have a direct transport between the facilities.
 - i. A signature on pick-up and/or delivery of patients by driver travel and/or Security Personnel must be on all trip tickets.

*****NOTE: THE CONTRACTOR WILL NOTIFY THE PATIENT AND THE TRAVEL UNIT BY TELEPHONE OF ANY DELAYS IN THE TRANSPORTING OF PATIENTS. THE VA WILL ESTABLISH PRIORITIES WHEN NECESSARY. *****

2. Scheduled Requests: Scheduled requests for services will be furnished to the Contractor no later than 4:30 p.m. prior to the day the transportation is required. The following information shall be provided by the VA to the contractor:

- Patient name (first and last name)
- Last 4 of Social Security Numbers
- Pick up point (include address, telephone #, city, state, bldg and/or room number if applicable)
- Destination
- Time of pick up
- Additional information as needed (whether there are papers, medications or other items to be transported with the patient and location of those items)
- Any specific physician instructions

3. Add-on Transports : Any transport ordered the same day is an “add-on”. An order will be generated for add-on that reflects the date and time the request was received by Contractor.

RESPONSE TIME: For patient pickup time from point of origin shall be within one-(1) hour. Response time for add-on patients shall be within two (2) hours. If a delay with pick up occurs, contractor shall notify the travel unit as soon as possible to determine whether to cancel or process the trip.

TRIP TICKETS:

Contractor shall provide drivers with a trip ticket for each transport. Trip tickets shall be signed and time/date stamped at both the point of pick up and at the destination. Signed trip tickets for all transports must be provided by the Contractor driver to the Travel Unit at the time of transport.

All trip tickets will be completed with the following information: company name, date and actual time of pickup, patient name, origin and destination, physician orders, approved waiting time, mileage, driver/attendant names, receiving attendant’s signature, applicable comments.

Tickets shall be maintained by the Contractor for record. Copies of signed trip tickets may also be requested/used for proof of transport for billing purposes. Failure to comply could result in non-payment. All trip tickets should contain the following information:

- a. Patient's Name
- b. Date and time of pickup and/or delivery
- c. Vehicle Identification Number
- d. Name of driver
- e. Contractor name and contract number
- f. Signature from sending unit and destination ensuring the patient arrived.

PATIENT TRANSPORT

- a. Contractor shall provide “through the door” assisted service for all patients to and from their designated appointments. Patients shall be picked up on the ward, in their homes, in the clinics, or at other areas designated by the VA and taken to the authorized destination or appointment. All patients shall be attended by an authorized responsible party at all times. When the destination is other than a VA facility, patient will be taken directly to their destination and presented to their caregiver. When transporting to another Health Care facility (either VA or Private) the patient shall be presented to a staff member. Patient shall not be left at the entrance or in the hallway of the facility or outside their place of origin. Assistance in maneuvering stairs and other barriers shall be provided by the driver and/or authorized attendant when necessary. These services may need to be provided within or outside the home (i.e., from the door to the vehicle).
- b. Contractor drivers shall ensure proper loading/unloading techniques are followed at all times, in accordance with Department of Transportation guidelines. Contractor shall comply with the most current guidelines at all times, including any revisions that occur during the life of this contract.
- c. Contractor’s driver shall notify the COR, or designee, of any problems transporting patients, including but not limited to accidents, safety problems, and patients unbolting themselves. The COR or designee shall be notified within one hour of the occurrence of the incident(s) by telephone and, if requested by the COR and/or Contracting Officer (CO), a written report of the incident(s) will be delivered to the COR or his/her designee by close of business the next working day.
- d. If the Contractor cannot furnish its own Wheelchair van/ambulette during this contract performance period, the Contractor is authorized to utilize another Wheelchair van/ambulette Service Company, as a subcontractor (certified to be within all requirements of this contract) to complete these transportation requests. All bills for this subcontractor service will be paid directly to the Contractor at the contract rate, and the Contractor shall reimburse the subcontractor at their agreed to rate. In the event the Contractor is unable to perform services or have services performed as required, the Contractor shall immediately notify the VA Travel Unit and provide a justification for non-performance.
- e. The Contractor shall notify the VA Travel Unit by telephone, at least one-hour in advance of scheduled pickup, in the event that the Contractor is unable to provide trips within the time frame necessary for the VA Patient to maintain their scheduled appointment or return trip from the medical facility. **For trips outside the Bronx County, the contractor must notify the VA in time for another company to travel to the destination and return in time for the patient to maintain their scheduled appointment.** Contractor shall contact the list of authorized ordering officials in the event the Travel Unit is not available to receive the Contractor’s call.
- f. The Contractor shall notify the Travel Unit and the patient by phone of any delays in transport.

- g. The Contractor is to follow the designated pick up time or comments as specified for each patient on the **TRAVEL LOG SHEET**. Prior to making any changes to the Travel Log Sheet requirements, the contractor must confirm with the Travel Unit; if the Travel Unit is not available, contractor shall contact an authorized ordering official or AOD.
- h. All drivers are required to check in and out of the VA facility Travel Unit when dropping off and picking up patients. Driver shall notify the Travel Office in person when picking up or discharging a patient during regular duty hours of 8am – 4:30pm, Monday through Friday. After 4:30pm, weekends and holidays, the HAC shall be notified.
- i. Patients shall arrive at their destinations no later than their appointed time.
- j. A **two-man team** will be required occasionally to lift certain patients more than one flight of stairs to get to patient's residence and patient must be presented to caregiver. Contractor will be notified of this requirement at the time order is placed.
- k. For patients being transported from a VA facility, drivers shall confirm the patient's discharge address prior to transport. Drivers shall confirm the discharge address with the Travel Unit during regular duty hours of 8am – 4:30pm, Monday through Friday. After 4:30pm, weekends and holidays, drivers shall confirm the patient's discharge address with the AOD.
- l. The driver or dispatcher shall notify the travel office if a patient is being discharged or transferred is not ready for transport at the designated time.
- m. All inter-facility transfers must have a direct transport between the facilities.
- n. Priority of Transports: Contractor shall give priority to transporting VA patients that have scheduled trips, over add-on trips, unless otherwise directed by VA Travel Unit. Contractor shall ensure add-on trips will not conflict with scheduled transports arriving at their destination timely.
- o. The Contractor's driver shall observe the patient during transport. At the onset of any significant change in the patient's condition (i.e., sudden onset of rapid or labored respiration, complaints or chest pains, etc.), the driver shall call 911 and proceed according to the operator's instructions. After contacting 911, the driver shall communicate the scenario immediately to the Travel Office at 631-261-4400 x2371, AOD at 631-261-4400 x2655, or by contacting the VA Medical Center Emergency Room staff, at (631)-261-4400 - contact operator by dialing 0 and ask for Emergency Room Staff. All diversions from destination shall be reported to the COR or designee.

PICK-UP PROCEDURES:

- a. Pick-Up at a VA Facility: The driver shall announce to the facility Travel Unit that the Wheelchair van/ambulette is waiting; driver shall provide the beneficiary's name as well as any other pertinent information as to his identification. The facility Travel Unit representative will

sign and time/date stamp the trip ticket and return to the driver. From this verified time of arrival, fifteen (15) minutes will be allowed as normal for the facility to release the patient to the Contractor. Such release time cannot be claimed as waiting time unless, through no fault of the Contractor, the patient is not released at all. Boarding activities are also normal to the services required and time spent at the pick-up location reaching the patient and assisting him to and into the waiting Wheelchair van/ambulette cannot be claimed as waiting time. If a patient is unable to use the wheelchair van/ambulette seats, patient shall be transported in a standard size wheelchair appropriately secured to the vehicle.

b. Pick-Up at Other than VA Facility: When a patient is picked up at his residence, or other location that is not a VA facility, the patient will verify the time and sign the trip ticket; if the patient is unable to do so, a member of his household will sign the trip ticket. The patient and/or household member will be allowed up to fifteen (15) minutes after this verified time of arrival for preparatory tasks exclusive of boarding activities, which shall commence when the individual is ready to be placed in the travel device which will be used to bring him to the waiting vehicle. If a patient is unable to use the wheelchair van/ambulette seats, patient shall be transported in a standard size wheelchair appropriately secured to the vehicle.

NUMBER OF PATIENTS / RIDERS:

- a. It is understood and agreed that only one patient shall be transported on a trip unless specifically authorized by the COR or designee.
- b. The Contractor shall not transport non-VA contract beneficiaries or private-pay patients with VA beneficiaries under this contract. While transporting VA patients under this contract, only authorized drivers or attendants, or patient's family member or representative shall be allowed in the vehicle. The number of riders in any vehicle shall not exceed the number of approved safety restraints available in the vehicle.

NON-PICK-UP OF PATIENT / NO-LOAD TRIP:

When Wheelchair van/ambulette service is ordered under the terms of this contract, but the patient is not available for pick-up due to unforeseen circumstances, the Contractor shall collect for the trip at the applicable schedule rates (including base rate and applicable mileage rate). The VA reserves the right to substitute patients in these instances to prevent the 'No-Load' situation.

NON-ARRIVAL OF PATIENT:

When Wheelchair van/ambulette service under the terms of this contract involves the pick-up of a patient scheduled to arrive by air, train, or bus, the Wheelchair van/ambulette driver will contact the Travel Clerk [during normal working hours] or AOD [if the Travel Clerk is not available] and inquire as to the status of the arrival. If appropriate, wait time charges may be authorized for time lost in waiting in accordance with applicable schedule rates. If the Contractor reported as scheduled and no patient is transported, he/she shall be reimbursed at the applicable schedule rates.

TRIP INTERRUPTIONS:

No beneficiaries en route in any kind of trip shall be transferred from the original Wheelchair van/ambulette entered into another vehicle or be removed from the original vehicle at a location other than the destination address supplied by the VA Travel Unit unless extraordinary, urgent situations arise, such as vehicle failure. All such events must be reported to the Travel Unit that submitted the request for service.

VA EMPLOYEE AIDES/ATTENDANTS:

At times an aide or attendant who is a VA employee may be assigned to accompany and assist the Veteran. The return trip of an employee attendant alone is not authorized unless the employee is also returning with the Veteran as the Veteran's attendant.

ADDITIONAL SERVICES:

Contractor will be required to transport patient luggage, medical records, medication and any other items (including wheelchairs, manual and electric, stryker frames, litters, etc.) from pick-up point to destination at no additional cost to the Government. Luggage to be transported will be restricted to suitcase and valise types.

KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:

The Contractor shall assign to this contract the following key personnel:

a. Dispatcher:

- (1) The Contractor shall provide a dispatcher assigned to each working tour, 365 days per year, 24 hours per day, and 7 days per week. The dispatcher shall be the primary point of contact for all transportation orders placed by the Bronx VA Medical Center. A list of the dispatchers, including contact information and hours of duty, shall be provided to the Contracting Officer prior to the start of performance.
- (2) During the first sixty (60) days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, absence for leave, or termination of employment. The Contractor shall notify the Contracting Officer, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (a) below. After the initial 60-day period of the contract, the Contractor shall submit the information required by paragraph (a) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
 - (a) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes.
- (3) For temporary substitutions where the key personnel will not be reporting to work for three (3) consecutive work days or more, the Contractor shall provide a qualified replacement for the key personnel and notify the Contracting Officer and COR in advance of the replacement. This substitute shall have comparable qualifications to the key person. Any period exceeding two weeks will require the procedure stated in paragraph (a) above.

CONTRACTOR PERSONNEL: WHEELCHAIR VAN/AMBULETTE DRIVERS/ATTENDANTS:

1. Prices include the provision of a non-emergency attendant/driver for each vehicle.

2. An attendant, separate from the driver, shall occasionally be required for the transport of patients requiring psychiatric care. The attendant shall act as an overseer of happenings while in transit, allowing the driver to focus on the safe transport of patients. The Contractor shall be notified of this requirement when the transportation order is placed. Prices bid in the schedule shall include the service of a trained professional (as required for the type of services ordered) on such trips.
3. Identification: All Contractor's drivers and attendants shall wear, in a readily observable area on the employee, a Contractor supplied photo identification badge (including employee's name and business name) and company uniform, which identify the drivers and attendants while performing any aspect of service prescribed in this contract.
4. Contractor personnel performing services under this contract shall at all times conduct themselves in a professional manner, maintain personal hygiene, and wear clean, neat uniforms.
5. Contractor personnel shall not smoke in vehicles while transporting VA patients.
6. Contractor personnel shall not play music in vehicles during patient transport.
7. Contractor personnel shall not text message or use cell phones for personal use while driving. Only communication related to service performance is permitted during patient transport.
8. All Contractor personnel performing contract services shall meet the qualifications as specified in this contract, as well as any qualifications required by Federal, State, County, and local government entities from the place in which they operate. Contractor personnel shall meet these qualifications at all times while performing contract services.
9. Contractor shall be responsible to ensure that Contractor employees providing work on this contract are fully trained, certified, and when appropriate, licensed and completely competent to perform the required work.
10. In accordance with applicable NYS Laws, all drivers must meet the following requirements:
 - (1) Must be twenty-one (21) years or older.
 - (2) Must have a valid NYS CDL driver's license, valid for operation of this type of vehicle.
 - (3) Must have passed a driver physical examination, administered to NYS standard, and confirming physical ability to operate this type of vehicle (Wheelchair van/ambulette/Bus). Physical examination is to be an annual requirement for continued employment.
 - (4) Must have passed a documented criminal background investigation; including fingerprints.
 - (5) Must have a clean driving record as per NYS CDL Requirements for operating this type of vehicle.
 - (6) Must have passed a drug/alcohol screening examination.
 - (7) Must have completed and passed Safety and First Aid training provided by the organization, pursuant to applicable state laws.

- (8) Must have completed a defensive driving course, with annual defensive driving review forms completed per NYS guideline.
11. The Contractor is required to maintain records that document competence/performance level of Contractor employees working on this contract. In accordance with NYS DOT and NYS Department of Motor Vehicle Regulations, the Contractor shall maintain a file for each driver to include all documents subject to Department of Transportation regulations. These files shall be provided to the Contracting Officer for review upon request.
12. Notwithstanding other contract requirements, upon request of the Contracting Officer, the Contractor will remove from the work site any Contractor employee who does not comply with or meet competency requirements for the work being performed.

VEHICLES:

- a. Vendor must have a minimum of ten (10) vehicles, all 10 vehicles must be high tops and have hydraulic lift.
- b. All vehicles utilized in performance of this contract must comply with New York State Department of Transportation Rules & Regulations covering vehicles for hire to transport, Article 17, Parts 720, 721, 722, and 723, and the US Department of Transportation, Federal Motor Vehicle Safety Standards and Regulations (FMVSS). Vehicles must display DOT inspection sticker. In addition to the above, all vehicles must be equipped with a standard size wheelchair, kept/stored onboard at all times with all vehicles assigned under this contract. Furthermore, all vehicles must possess the following salient characteristics:
 1. Air conditioning and heating.
 2. Be equipped with permanently mounted cylinder holders for patients requiring oxygen. Patients will have portable oxygen cylinders.
 3. Be equipped with, a five-pound dry chemical or ABC type fire extinguisher or an IOBC (minimum D.L.) extinguisher mounted in an accessible place.
 4. Be equipped with an American Red Cross type 24 first aid kits or equivalent.
 5. Be maintained in a clean and sanitary condition.
- c. The Contractor shall provide proof of vehicle inspection/maintenance records with the Contractor's proposal, reflecting compliance with NYS Department of Transportation regulations, for each vehicle to be utilized under this agreement.
- d. Standard wheelchair securement devices shall not be attached to van doors.
- e. All standard wheelchair restraints (for occupied or unoccupied wheelchairs) shall hold the standard wheelchair stable in all manners of driving. Installation of wheelchair restraints should be installed according to the restrain manufacturer's installation instructions. The standard

wheelchair should not be able to move more than 6 inches in any direction while driving under normal conditions.

- f. Patient must be secured in the standard wheelchair at all times when he/she is being transported to and from vehicle as well as being driven in an Wheelchair van/ambulette.
- g. Additional chest straps, body positioners or other equipment may be added where necessary to assist in a client's balance and stabilization.
- h. All wheelchair securement systems must be installed according to the manufacturer's specifications and instructions.
- i. Three/four wheel scooter type wheelchairs or transport chairs will be transported only if properly secured within the vehicle. No patient will be allowed to be transported in a three/four wheel scooter type wheelchair or transfer chair. They must be placed in a wheelchair with restraints as outlined previously.
- j. Safety belt systems will be provided whether the client is a driver or passenger.

VEHICLE PERFORMANCE: The Government reserves the right to inspect any vehicle which will be used to provide services under this contract and reject any vehicle or equipment within the vehicle, without advance notification, found to be in a faulty condition or equipped in a manner which does not comply with contractual provisions. Such suspensions will be effective at the time of arrival of such equipment, or at the time the Contracting Officer notifies the contractor that deficiencies have been reported.

GLOBAL POSITIONING SYSTEM (GPS): All vehicles shall be equipped with a GPS system which has the following capabilities:

- a. Address to address routing
- b. Voice prompts for turns & guidance
- c. Built in road maps – detailed road map displays
- d. Route capabilities show best route to take from point A to point B
- e. Waypoints capable shows locations & ability to pint to a desired destination
- f. Turn Here – unit gives signal for a next turn
- g. Maps user can upload maps for area needed
- h. Traveling user can input series of addresses the unit displays lowest time/distance route between several destinations points
- i. Large & bright screen that is easily visible to the driver
- j. Engine idle – tells you that the vehicle has stopped and is on/running
- k. Calculates speed from starting point to ending point
- l. Calculates travel mileage

EXTRAORDINARY CONDITIONS:

When conditions unforeseeable and/or uncontrollable by the Contractor occur, such as: storms, flooding, or other hazardous road and travel situations, time and distance qualifications shall be considered secondary to safety precautions. Any delays or exceptions to the required quality of services, due to such substantial difficulties, shall be reported to the Travel Unit/per vehicle, if only a few wheelchair van/ambulettes are involved, or per event if all drivers in particular area were affected. The COR or designee will indicate concurrence or non-concurrence re-excusing such delays for the reasons communicated to the Contracting Officer.

RESPONSE TIME:

The Contractor shall be present to receive the patient at the specified time. For patient pickup time from point of origin shall be within one (1) hour. Response time for add-on patients shall be within two (2) hours. If a delay with pick up occurs, contractor shall notify the travel unit as soon as possible to determine whether to cancel or process trip.

Contractor will call the Beneficiary Travel Office, alerting the travel representative, as soon as he anticipates that a delay may develop which exceeds 30 minutes. This call is for the purpose of verifying his arrival time at pick-up/drop off point and is not necessary if the Contractor anticipates no delay for which he will claim reimbursement.

Article 19-A – NY Vehicle and Traffic Law, is incorporated by reference in this acquisition.

New York State Department of Transportation; Bus & Passenger Vehicle Regulations; Title 17: Official Compilation of Codes, Rules and Regulations of the State of New York; Parts 720, 721, 722, and 723, is incorporated by reference in this acquisition.

EVIDENCE OF INSURANCE COVERAGE:

With the Contractor's proposal, prior to award, the Contractor shall furnish to the Contracting Officer a certificate of insurance which shall contain an endorsement to the effect that cancellation of, or any material change in, the policies which adversely affect the interests of the Government in such insurance shall not be effective unless a thirty (30) day written notice of cancellation or change is furnished to the Contracting Officer.

INVOICES:

Invoices shall be submitted monthly in arrears. All invoices from the Contractor shall be submitted electronically. Contractor shall follow e-Invoice Submission Protocol as described:

<http://www.fsc.va.gov/einvoice.asp>

Disagreement with suspensions to payment of invoice will be brought to the attention of the COR within 60 days of receipt of payment. Supporting document for payment of suspended payments shall be presented within 60 days of receipt of explanation of the suspension.

DETAILED MONTHLY REPORTS

To support each monthly invoice, the Contractor shall send the COR a detailed record of all trips (whether scheduled or add-on) during the period invoiced. This record shall include the following:

- i. Patient's name
- ii. Date of birth
- iii. Date and time of trip

- iv. Point of origin and destination
- v. Mileage, wait time, and any other authorized additional charges associated with that trip.

CANCELLATIONS:

On trips within the Bronx County limits, there will be no charge to the Government for cancellations made **at least thirty (30) minutes prior to scheduled pick-up time.** Outside of the above county limits, there will be no charge to the Government for cancellations made prior to the vehicle being dispatched. 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, or mileage, if outside of Bronx County, as provided in the Pricing Schedule. Should the Contractor arrive at a 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 the base rate for trips within Bronx County or mileage for trips outside of the Bronx.

PATIENT WELFARE AND ABUSE:

- a. The contractor shall be responsible for patient welfare during transport. Drivers shall be responsible to ensure that patients are not left abandoned at their destination.
- b. Destination is considered to be within the premises of the particular area the patient is required to report to or within their home in accordance with the address designation given by the Contracting Officer's Representative (COR) or designee. Patient will be taken directly to their residence and presented to their caregiver or are left in the care of a responsible person prior to departure from drop off point. Caregiver must be present to receive patient. Patient shall not be left at the entrance or in the hallway of the facility or outside their place of origin. When transporting to another Health Care facility (either VA or Private) **the patient must be** presented to a staff member.
- c. The contractor shall also be held responsible for patient and/or Government's property during transport. Any damaged or lost wheel chairs (including power wheelchairs), walkers, crutches, or personal belongings will be replaced by the Contractor.
- d. Contractor employees shall ensure proper loading/unloading techniques are followed at all times. Patients in wheelchairs shall be loaded onto ramps, ensuring all safety systems are working properly, e.g. roll back stops.
- e. Contractor must take into consideration that he will be transporting ill/psychiatric patients. Special consideration should be taken in transporting psychiatric patients requiring restraints.
- f. The VA reserves the right to bar any driver or attendant from transporting VA beneficiaries should he/she violate any terms of this contract.

- g. Contractor is responsible for enforcing NO SMOKING requirements in vehicles while performing service under this contract.

INCIDENT/ACCIDENT REPORT:

In all cases where an incident or accident occurs while a VA patient is in the contractor's care, the Contractor shall notify the Travel Unit or AOD, within one hour of the occurrence of the incident(s) by telephone; in cases where immediate emergency medical treatment is deemed necessary, notifications will be required upon arrival at the nearest facility. A written report of the incident(s) will be delivered to the Travel Unit or COR, by close of business the next working day. In all cases, patients must be cleared by this facility's emergency room physician. Clearance must be documented. Contact can be made with the travel office during business hours and with the admitting desk during off hours.

VA FURNISHED PARKING SPACES:

VA will provide designated parking spaces for the company awarded this contract just outside the Bronx Emergency Room entrance, Bldg. 200.

PATIENT RIGHTS AND INCIDENT REPORTS:

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 a folding wheelchair, consumable medical supplies and personal suitcase.
2. The Contractor shall notify the COR, in writing within 24 hours of any complaints made by the patients with regards to the Wheelchair van/ambulette service. The contractor may provide recommendations for improved services along with the patient complaints for the VA's review. No recommendations shall be construed as being effective until and unless it is provided as written modification to the contract from the Contracting Officer.

CONTRACTOR'S QUALITY CONTROL PROGRAM (QCP): The contractor shall establish and maintain a QCP to ensure all contract requirements are met. The Contractor's QCP shall include the following or have incorporated into during performance of the contract, at a minimum:

- a. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections will be accomplished and documented, and the title of the individual(s) who will perform the inspections.
- b. On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Contracting Officer reserves the right to request copies of any and/or each inspection.
- c. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
- d. The contractor shall maintain on-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract. The contractor shall institute methods to identify and prevent vehicle breakdowns, with detailed procedure

for alternative transportation of patients in the event of mechanical breakdown of vehicle.

- e. The contractor shall maintain on-site records identifying the character, physical capabilities, certifications and ongoing training of each employee performing services under this contract.
- f. The contractor shall have methods of identifying and preventing radio communication breakdowns and provide a detailed procedure for alternative communications in the event of electronic and mechanical breakdown.
- g. The contractor shall maintain on-site records of any complaints or problems with procedures taken to allow for corrections and/or elimination before effects caused interruption of contract performance.
- h. The contractor shall participate in quarterly scheduled and/or unscheduled conference calls with the Contracting Officer and COR to provide a report of on-going operational issues.
- i. The contractor shall have a system that verifies the licenses and driving records of individuals operating the vehicles. The contractor shall make this information available for review by the Contracting Officer upon request.

BUSINESS ASSOCIATE AGREEMENT: The contract resulting from this solicitation has been identified as requiring a Business Associate Agreement as defined in Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191. See Section D: Attachments.

PRIVACY REQUIREMENTS:

The contractor, their personnel, and their subcontractors shall be subject to the Federal laws, regulations, standards, and VA Directives and handbooks regarding information and information system security as delineated in this contract. The contractor is also responsible to abide to the rules set forth in VA Handbook 6500.6 Appendix C. Paragraphs 2, 3,6,7,8 and 9.

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE FOR INCLUSION INTO CONTRACTS, AS APPROPRIATE

VA HANDBOOK 6500.6, CONTRACT SECURITY. APPENDIX C

1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

- a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, *Personnel Suitability and Security Program*. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COTR.

4. SECURITY INCIDENT INVESTIGATION

a. The term “security incident” means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

5. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a “security incident” as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential

compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
 - (a) date of occurrence;
 - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, *Management of Security and Privacy Incidents*, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;

(3) Data breach analysis;

(4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

(5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and

(6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

6. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

7. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

(1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;

(2) Successfully complete the *VA Privacy and Information Security Awareness and Rules of Behavior* training and annually complete required security training;

(3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

(4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*

b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

Performance Requirements Summary

PERFORMANCE STANDARDS:

The Contractor is expected to meet all of the requirements of this contract at all times. Due to the nature of this requirement, if the services are not performed in a timely and professional manner patient health and safety may be compromised, the following performance standards are included.

The last month of each contract year the Contracting Officer will review contract compliance reports submitted by the COR. When total compliance falls to 98% or below, an amount equaling 1% of the expenditures for the contract year will be deducted from that month's payment. Amounts deducted from billing may be reduced by the Contracting Officer upon submission of mitigating evidence by the Contractor.