

## Home Oxygen Services

### PERFORMANCE WORK STATEMENT

Caribbean Healthcare System, San Juan Puerto Rico

**3/9/2017**

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**1.0 SCOPE**

**1.1** The VA Caribbean Healthcare Systems (VACHS-672), #10 Casia Street, San Juan, PR 00921-3201 has a requirement for home oxygen services and invasive/noninvasive ventilation for approximately 300 veterans. From time to time, the number of veterans being served by this agreement will change. The service area will cover the following: Puerto Rico including municipalities Vieques and Culebra as well as Virgin Islands St. Thomas and St. Croix. Contractor must have the capability to expand services with increased workload. Those requirements will be negotiated when and if required. The quantities given in the solicitation are estimates only and impose no obligation on the VA either minimum or maximum. The contract shall be for the actual requirements of the VA as ordered during the life of the contract.

All services shall be performed in the veteran's place of residence or in a nursing home housing the veteran. The area of service shall be all patients serviced by VA Caribbean Healthcare Systems, Puerto Rico (Vieques and Culebra), including catchment areas (St. Thomas, St. John and St. Croix). Contractors shall have a facility in Puerto Rico and resources or subcontractor in St. Thomas, St. John and St. Croix from which they shall provide service.

The Contracting Officer reserves the right to designate a representative to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract – Contracting Officer's Representative (COR). Such designation will be in writing and will define the scope and limitations of the Authorize Personnel's authority. A copy of the designation will be furnished to the Contractor no more than five (5) days after notice of award

The COR or other personnel specifically authorized in the contract (hereafter authorized personnel), will notify the Contractor by phone, fax or e-mail to initiate service: the beneficiary's oxygen prescription, the equipment, supplies and services to be provided, including date and place of delivery. The Contractor shall confirm receipt of the request within two (2) working hours of notification. The COR or authorized personnel will also provide notification of VA-initiated discontinuance of service for pick-up of VA-Owned equipment and supplies. The notification may be made orally, but will be confirmed in writing within 24-hours.

The Contractor shall provide delivery and set-up of same to VA patients within twenty-four (24) to forty-eight (48) hours of receipt of notification. Services provided shall be all inclusive of deliveries, transportation, and delivery/set-up of equipment, in-service training for beneficiaries/care providers to include patient education, safety inspections (The TJC-National Patient Safety Goal for Home Care Services) and preventive maintenance inspections (PM) service appointments.

### 2.1 GENERAL

The Contractor shall maintain an inventory record of all GFE held in storage and a copy be sent via e-mail or fax to the COR or authorized personnel bi-weekly. The Contractor shall re-issue used items that are acceptable for issue in lieu of new equipment in storage. Before placing equipment in the storage area, all recovered equipment shall be cleaned, disinfected, checked for proper operation, function, safety and serviceability and wrapped in accordance with accepted standards to maintain cleanliness. Equipment shall be protected from damage (i.e. weather, insects, rodents) while stored at the Contractor's facilities. Cleaned equipment shall be separated from dirty equipment at all times.

Veterans with a prescription for an oxygen concentrator shall be provided with an appropriate backup system consisting of a compressed gas source and regulator with stand, humidifiers/cannulas/mask for use during the event of a power failure or mechanical problem and necessitating the use of backup cylinder. The cost of the above mentioned backup system shall be borne by the Contractor when a concentrator is rented from the Contractor. When a Government-furnished concentrator is issued, a refill fee, if necessary, for the backup system will apply. The cost of replacement of equipment damaged, lost or misplaced not due to beneficiary's negligence shall be borne by the Contractor.

Veterans with a prescription for a mechanical ventilator shall be provided with an appropriate backup system for this life support equipment will include at minimum:

- a. A complete second ventilator system with complete circuit attached.

Secondary power source i.e. battery external to the ventilator able to provide not less than (eight) 8 hours of ventilation in the event of a complete power failure.

- b. A label will be affixed to the ventilators with last date of inspection, inspector's signature (Contractor Contractor Contractor Biomedical technician or manufacturer representative) and date and hours of use for next preventive maintenance.

- c. Peripherals include disposable vent circuits; all necessary cables and disposables (mask, tubing, filters, humidifiers, 31 HME's per month, etc).

Veterans with a prescription for noninvasive ventilation shall be provided with at minimum:

- a. A label will be affixed to the ventilators with last date of inspection, inspector's signature (Contractor Biomedical technician or manufacturer representative) and date and hours of use for next preventive maintenance.
- b. Peripherals include disposable vent circuits; all necessary cables and disposables (mask, tubing, filters, humidifiers, 31 HME's per month, etc).
- c. Secondary power source i.e. battery external to the ventilator able to provide not less than (eight) 8 hours of ventilation in the event of a complete power failure. Only in special cases specified by the Pulmonary Specialist.

Contractor shall provide documentation to COR or Authorize Personnel if the patient declines the oxygen/mechanical ventilator backup system or any prescribed oxygen/mechanical ventilator equipment. This documentation must be immediately provided to the COR for quality control follow-up. Deliveries shall be as designated per prescription. The Contractor shall not change or alter a beneficiary's oxygen/mechanical ventilator prescription or equipment requirements without a new prescription from the VA Caribbean Healthcare Systems (VACHS-672) Pulmonary Service. Any and all records and documentation relating to VA patients serviced under this contract are the property of the VA and shall be returned to VA Caribbean Healthcare Systems (VACHS-672) by the Contractor no later than thirty (30) days after the contract expiration.

The veteran patient, their family members and/or care provider will be authorized to inspect and accept equipment/supplies on behalf of the VA Caribbean Healthcare Systems (VACHS-672). Their family members and/or care provider shall demonstrate they are at least 18 years of age to accept and sign any paperwork for any deliveries.

In accordance with the oxygen prescription received from VA Caribbean Healthcare Systems (VACHS-672), the Contractor shall provide the beneficiary with the following items:

- a. Humidifiers and water traps when ordered. The number of humidifiers must be sufficient to insure that they are not depleted between re-supply visits. The number of traps will be based on the patient's flow rate.

- b. Disposable oxygen cannulas on hand for a change every two weeks with a supply of two in reserve at all times until the Contractor's next scheduled visit.
- c. Disposable masks for change/wash every two weeks with a supply of two in reserve at all times (when masks are prescribed in lieu of nasal cannulas) until the Contractors next scheduled visit.
- d. 25-50 ft of oxygen connecting tubing shall be replaced monthly or as needed with an equivalent section of tubing in reserve at all times (to be included in initial setup) until the Contractors next scheduled visit.
- e. Tracheostomy collar and accessories (e.g. tubing and large volume nebulizer) with a supply on hand allowing for change every three (3) days and a supply of five (5) in reserve at all times until the Contractor's next scheduled visit.
- f. Safety holders for cylinders shall be provided at no charge for all veterans with a prescription for four (4) or more cylinders.

Initial set-ups are defined as those beneficiaries who have not been provided an oxygen therapy delivery system in the residence or nursing home on a previous occasion, or have not used such a system continuously for the past 60 days. Switch-outs are defined as those beneficiaries who are presently using an oxygen delivery system or have used such a system continuously within the past 60 days.

The Contractor shall provide the initial set-up within twenty-four (24) to forty-eight (48) hours (unless ordered emergently by the provider) of request from the COR's or Authorize Personnel, to include weekends and holidays; this shall also apply to service calls. The VA Caribbean Healthcare Systems (VACHS-672) reserves the right to obtain the service from another source and to charge the contractor with any excess cost which may result there from, if the contractor is unable to meet the twenty-four (24) hours to forty-eight (48) hours response time.

The Contractor shall provide switch-outs by staff with documented competency training on the manufacturers' recommended assembly, use, and maintenance of the equipment used under this contract. All beneficiary switch-outs shall be accomplished as soon as possible after award, but shall not exceed 45 days after contract award. Failure to perform the switch-outs as specified shall result in a forfeit of payment to the provider currently

used for every day thereafter until switch out is complete. Payments will be assessed based on that provider's established rate and prorated from setup date.

The Contractor shall make every effort to establish appointments with VA beneficiaries when initiating set ups and deliveries. The Contractor shall not call the VA beneficiary with less than twenty-four (24) hour notice to schedule an appointment. If an appointment is scheduled with less than twenty-four (24) hour notice, and the appointment is not kept by the VA beneficiary, the appointment shall not be accepted as a failure to meet, due to insufficient notice. Deliveries shall not be left unattended at the beneficiary's home. If the VA beneficiary fails to meet appointments, the Contractor shall notify the COR or Authorize Personnel. The COR or Authorize Personnel shall contact the VA beneficiary and a corrective action plan will be implemented. If the Contractor fails to meet appointments as per contract terms and conditions, COR or Authorize Personnel will notify the Contracting Officer, and a corrective action plan from the Contractor will be implemented. If the Contractor has not made valid and documented attempts to contact the VA beneficiaries for set ups and or deliveries the Government reserves the right to call in a third party and bill the Contractor.

The Contractor shall confirm receipt of VA Caribbean Healthcare Systems (VACHS-672) prescriptions for requests for services verbally, via email or fax within two (2) working hours. The information shall include patient's last and first name, last 4 Social Security Number (SSN) and type of request (new setup, renewal or cancellation).

### **3.0 DELIVERABLES** - Listed under Reports 7.0

### **4.0 CONFIDENTIALITY:**

VA Caribbean Healthcare Systems (VACHS-672) will provide the Contractor access to pertinent patient medical information, within the existing privacy rules and regulations, for the purpose of providing coordinated comprehensive primary care. The contractor shall ensure the confidentiality of all patient information. Patient information is Protected Health Information (PHI). The term "Protected Health Information" or the abbreviation "PHI" shall include the term "Electronic Protected Health Information" and the abbreviation "EPHI".

The contract shall be subject to the regulations issued by the Department of Health and Human Services, as mandated by the Health Insurance Portability and Accountability Act (HIP AA) of Business Associates Agreement (BAA) in

accordance with IL 049-03-7 and the Privacy Act of 1974. Federal Acquisition Regulations 52.224-1 Privacy Act Notification and 52.224-2 Privacy Act are provided in full text in the Addendum to FAR clause 52.212-4. The Contractor shall not release any medical record information. The VA is the sole entity authorized to release this information upon written request from the patient.

### **4.1 BUSINESS ASSOCIATE AGREEMENT**

Contractor shall submit a Business Associate agreement (BAA) Format will be provided to the contractor to complete and sign prior to contract award. Any questions regarding this matter should be directed to the Contracting Officer (CO). (See BAA attachment)

## **5.0 WORK HOURS**

**5.1** At a minimum, the Contractor shall provide services in performance of this Contract between the hours of 8:00 A.M. through 6:00 P.M., Monday through Saturday. Exceptions shall be made in the case of emergencies. On each scheduled setup/delivery the Contractor shall reassess the need to instruct the veteran patient, their family members and/or care provider on the use and care of the equipment and supplies as necessary.

VA observes the ten (10) Federal holidays listed below. Those holidays are:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day

It shall be noted that if a holiday falls on Saturday, it is observed on Friday. If a holiday falls on Sunday, it is observed on Monday.

## **6.0 EMERGENCY SERVICES**

**6.1** Emergency Services shall be provided on continuous power failure, equipment malfunction and during natural disasters (hurricanes, floods, etc.). The Contractor shall have a well-established communication system consisting of cellular phones

and/or beepers, providing twenty-four (24) hours emergency services and the ability to provide services at the beneficiary's home or nursing home with a maximum of four (4) hours of a call. Most emergency services shall be provided within two (2) hours of a call. An emergency service includes the immediate repair service on a call basis for inoperable equipment or equipment malfunction which jeopardizes the patient's health. Services include all repairs (concentrators, compressors, mechanical ventilators and other home oxygen related medical equipment assigned to patient) required to bring the equipment to an optimal operational status.

The Contractor shall notify the COR or Authorize Personnel immediately in the event of a disaster, natural or otherwise, that may affect adversely the services covered under this contract. The Contractor shall notify the COR to notify and activate the Hospital Emergency System which is the alternate plan. The COR will provide the Contractor with the Hospital Emergency System telephone numbers and points of contact, for emergencies such as: earthquakes, hurricanes, and/or any other natural disaster.

The Contractor shall notify the COR or Authorize Personnel immediately if any patient's status changes. The Contractor shall follow the following Pulse Oximetry or O2 Saturation:

Pulse Oximetry at rest/alert \_\_\_\_\_% \_\_\_\_\_Lpm          Asleep \_\_\_\_\_% \_\_\_\_\_Lpm  
(If less than 85% call MD within 2 hours) MD called: Yes \_\_\_\_\_No \_\_\_\_\_Time called  
\_\_\_\_\_ am \_\_\_\_\_pm \_\_\_\_\_Spoke to: \_\_\_\_\_

Action \_\_\_\_\_ taken: \_\_\_\_\_

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This notification shall be provided to the COR within two (2) hours after occurrence.

**6.2** The Contractor shall ensure all patients have a minimum of non-electrical oxygen supply to last three (3) times the Contractor's response time to a call. The minimum supply shall take into account each patient's prescription flow-rate and distance from the Contractor's location; actual supply levels may differ from patient to patient, as long as each patient has oxygen supply to last a minimum of three (3) times the Contractor's response time. If the Contractor is unable to respond to an emergency service call within 4 hours, they shall arrange for another supplier to provide oxygen at the Contractor's expense. A written explanation of Contractor's inability to provide emergency service shall be provided to the COR or authorized personnel within two (2) business days. The cost of backup systems, backup oxygen, and backup equipment shall be borne by the Contractor. If H tanks are used for backup, the Contractor shall furnish an H tank stand for each H tank at no cost to the

government. The cost of any additional equipment such as extra stationary units used solely to maintain the minimum level of backup oxygen shall be borne by the Contractor.

**6.3** The Contractor shall submit an Emergency Contingency Plan for natural disasters with its proposal. An updated Emergency Contingency Plan shall be provided annually to the COR. Contractor shall appoint one employee to attend monthly meetings at the Emergency Management Committee (EMC) with the VA Caribbean Healthcare Systems (VACHS-672) Home Oxygen Coordinator. Contractor shall provide name and contact information for suppliers that will provide service in the event of any disaster where the Contractor cannot meet the needs of VA patients. Contractor shall have at least two mobile phone numbers that will be available to the VA and patients during any emergency. Contractor shall provide phone numbers of supervisory staff that can be accessed 24 hours a day, 7 days a week, during emergencies.

**6.4** The Contractor shall provide the veteran with warning signs to post on all entrances into the residence/nursing home. Signs shall state, "Warning Oxygen in Use - No Smoking" or similar verbiage that clearly states smoking is not permitted due to oxygen being present and document that the beneficiary/care giver is instructed in the safe use of oxygen and equipment per Occupational Safety and Health Administration (OSHA). OSHA Regulation General Industry (29 CFR 1910), 1910 Subpart H, Hazardous Materials, 1910.119 Process safety management of highly hazardous chemicals, 1910.120 Hazardous waste operations and emergency response, 1960.59 Training of employees and employee representatives. Federal Registers: 54:3904-3916 (1989, January 26) Safety and Health Program Management Guidelines; Issuance of Voluntary Guidelines, and Directives: FAP 01-00-003, (1996, May 17) Federal Agency Safety and Health.

## **7.0 REPORTS**

**7.1** The Contractor shall provide a written quarterly report of all Joint Commission Standards for improving organizational performance (the Joint Commission standards may be accessed at [www.jointcommission.org](http://www.jointcommission.org)). The COR may request the reports at any time during the contract period.

**7.2** The Contractor shall provide the following emergent patient safety reports within five (5) business days of occurrence.

**7.2.1 Sentinel Events** - The Contractor shall inform the COR by the close of business the day of a sentinel event (as defined by Joint Commission) that occurs during the performance of this contract that involves VAMC beneficiaries. The Contractor shall notify the COR or authorized personnel regarding the sentinel event verbally within 2hrs and followed by a written report.

**7.2.2 Refusal of service** - All beneficiaries have the right of refusal of service. In the event a beneficiary refuses service or orders the equipment to be removed from the home or nursing home, the Contractor shall comply with the beneficiary's wishes and have them sign the order as refused. The Contractor shall notify the COR or Authorized personnel no later than the close of business the same day of the refusal with the details vía e-mail, them signed documentation shall be submitted within two days. If the refusal occurs during a home visit, the Contractor's staff shall notify the COR or authorized personnel by telephone of the refusal during the course of the home visit.

The Contractor shall report suspected suicidal ideas, suspected incidents of abuse or neglect of the patient by family members or caregivers. Suspected incidents shall be reported immediately (within twenty-four (24) hours during business hours) to the Home Pulmonary Program-Respiratory Therapist (HPP-RT) Clinical Coordinator, COR, or Authorize Personnel, as well as to the adult protective agency. The contractor shall follow all Federal Government as well as Commonwealth of Puerto Rico laws and regulations in reporting suspected suicidal ideas, incidents of abuse or neglect. These laws are, but not limited to:

- 7.1 OSHA Occupational Safety & Health Administration, Department of Health and Social Services.
- 7.2 Standards for Home Medical Equipment, Clinical Respiratory, and Rehabilitation Technology Services
- 7.3 Standards for Home Health, Personal Care and Support Services, and Hospice
- 7.4 Standards for Home Care Services

**7.3** The Contractor shall report non-compliant behavior with fire safety guidelines set forth in the patient education and re-assessment material and/or behaviors which pose a risk of self-harm or harm to others to the Home Pulmonary Program-Respiratory Therapist (HPP-RT) Clinical Coordinator or authorized personnel during the home visit, if Contractor determines compliance is not improving after education on the fire

hazard of smoking when oxygen treatment is provided. Non-compliant behavior and any follow-up actions (i.e. education) will be documented and reported to the COR immediately.

**7.3.1** Finding patients in need of emergency medical assistance;

**7.3.2** Safety hazards that do not fall into the category of presenting immediate life threatening danger to the patient;

**7.3.3** Contractor staff's inability to contact a patient within a reasonable period of time;

**7.3.4** Any other incident that meets the Contractor's written policy criteria for incident reporting according to accreditation standards.

**7.4** The Contractor shall notify the COR or Authorize Personnel by telephone at time of set-up if any alteration to the beneficiary's home is necessary to accommodate the oxygen equipment, including electrical work.

The COR or Authorize Personnel will contact the Pulmonary Physician who ordered the oxygen equipment and informed the situation. The Pulmonary Physician will determine the action plan and prepare the referral to Social Worker or any other service depending on the circumstances.

The Contractor will participate in the Home Oxygen Care Committee/Home Respiratory Care Team (HRCT), if requested by the Committee Chairman, thru the COR. Please see the Home Oxygen Center Memorandum No. 111-08-05 dated July 2008.

**7.5** Customer Satisfaction - In accordance with Joint Commission standards the Contractor shall collect data on service satisfaction from VA patients and their families on a quarterly basis. A copy of survey results shall be submitted to COR or authorized personnel in Quarterly reports.

**7.6** Infection Control/Communicable Diseases - The Contractor shall have a current plan for surveillance, prevention and control of infection. The plan shall meet current:

**7.6.1** The Joint Commission on the Accreditation of Healthcare Organizations Standards for Home Medical Equipment, Clinical Respiratory, and Rehabilitation Technology Services

**7.6.2** Standards for Home Health, Personal Care and Support Services, and Hospice

**7.6.3** Standards for Home Care Services

**7.6.4** Standards for Portable Comprehensive Accreditation Manual for Home Care (CAMHC).

Contractor shall provide a list of names to the COR and Home Oxygen Coordinator of all veteran patients exposed to communicable diseases by contracted staff during an identified incubation period.

The type of exposure will also be identified.

The COR or authorized personnel will contact the Home Pulmonary Program-Respiratory Therapist (HPP-RT) Clinical Coordinator who will consult with VA infection control staff regarding the need to contact exposed patients and/or complete any needed medical follow up.

The Contractor shall follow accepted infection control practices, including CDC hand hygiene guidelines and standard and transmission based precautions. Also shall provide education and monitoring to the patient and/or caregiver about the infection control practices.

**7.7** Performance Improvement - The Contractor shall collect data on important processes and outcomes related to patient care and organization functions. A copy of the results shall be submitted to COR or authorized personnel in Quarterly reports.

**7.8** Ventilator Preventive Maintenance Services – The Contractor shall submit the ventilator audit tool report monthly following the Home Oxygen Program Policy and audit tool.

**7.9** Pulse Oximetry or O<sub>2</sub> Saturation – The Contractor shall inform the COR and Home Oxygen Coordinator on a monthly basis the list of all (Patient O<sub>2</sub> Saturation decreased) events and its follow-ups of VA Beneficiaries. This information shall be submitted to the COR and

Home Oxygen Coordinator on the first week of each month.

**7.10** The contractor shall include the medication recompilation of respiratory medication (if any) and all expired medication.

## **8.0 HOME ASSESSMENT REQUIREMENTS**

**8.1** The Contractor shall perform an assessment of the beneficiary's home and environment in accordance with the Joint Commission (TJC) accreditation standards and maintain documentation of assessments in the individual patient electronic file or folder.

**8.2** The Contractor shall notify verbally and in writing to the COR or Authorize Personnel and prescribing physician if, during the home visit, the Contractor's staff determines that the presence of oxygen in the home or nursing home presents such a danger that the oxygen must be removed, or in the case of an initial set-up, not placed in the home or nursing home.

Unsafe condition(s) observed in the VA beneficiary's home or nursing and precludes the installation or continuance of oxygen service. Unsafe conditions may include, but are not limited to, fire safety hazards, oxygen safety hazards, patient abuse by family or caregivers, or any instance that places the patient or Contractor's staff in immediate danger. The Contractor shall furnish written documentation of the safety hazard to the COR or Authorize Personnel within five (5) business days of the incident.

**8.3** The Contractor shall check the adequacy of the electrical outlets in the patient's home and immediately report unsafe conditions to the COR's or Authorize Personnel (this includes oxygen concentrator, compressor and mechanical ventilator patients). The VA shall not be responsible or liable for any unsafe electrical conditions caused by the Contractor. Any alterations to the veteran's residence will be the responsibility of the veteran. If ordered equipment cannot be safely installed, the prescribing physician shall be notified verbally if an alternative oxygen delivery system and a new prescription will be provided to the Contractor.

**8.4** The contractor shall verify the presence or absence and working order of smoke detectors and fire extinguishers when oxygen is delivered, as well as on all subsequent visits. The contractor shall encourage the patient to test their smoke detector and check the condition (charge level) of their fire extinguishers every 30 days. This information shall be documented and encouraged at every visit. In any

home where smoke detectors and fire extinguishers are not present the contractor shall document and encourage the patient to have a functional smoke detector and functional fire extinguisher and provide the patient with information concerning where the absent items can be purchased. This documentation shall be included in the patient's Plan of Service folder.

## **9.0 OXYGEN/EQUIPMENT**

**9.1** The Contractor shall bear all related costs and expenses related to the following types of services: furnish, install and equipment check/service, including exchange when not working properly of all oxygen equipment, to dispense oxygen and supplies ordered under this contract, including Government - furnished equipment (GFE). All equipment is to be current, state of the art models and all supplies are to be new. All equipment shall be labeled with the Contractor's name and a 24-hour emergency number in a prominent and clearly visible location. Contractor-furnished equipment shall be compatible to GFE and shall not be used in lieu of GFE, except in those situations where all GFE is in use or if approved by the COR on a case-by-case basis.

**9.2** Standards and guidelines are as follows:

- a. The American Respiratory Care Foundations for Respiratory Equipment Used in the Home.
- b. American Society for Testing Materials (ASTM) minimum standards specification for electrically powered home care portable ventilators.
- c. Association for the Advancement of Medical Instrumentation (AAMI).
- d. Joint Commission Standard for Home Care, current year standard (<http://www.jointcommission.org>).

**9.3** The installation of all machines and equipment by the Contractor shall be performed by a competent professional familiar with the nature of the equipment involved and fully qualified under the Commonwealth laws in which the services are being rendered. Installation shall be consistent with the Commonwealth Fire and Safety Codes and shall conform to NFPA 99/101 (Life Safety Codes) NFPA (Oxygen Cylinder Requirements).

**9.4** The Contractor shall provide and complete a safety/emergency

Check list, signed by the veteran and/or caregiver and retained in the beneficiary's Plan of Service folder.

**9.5** The Contractor shall ensure that all equipment is checked at manufacturer recommended intervals. The Contractor shall conduct a check of the concentrator using a certified oxygen analyzer that is calibrated according to the manufacturer's standards. Maintenance of equipment shall be accomplished in accordance with manufacturer's specifications. It shall include compressor inlet pre-filter changes and compressor inlet bacteria filter changes according to the manufacturer's recommendations. The alarm battery shall be tested at each maintenance check, changed as indicated but no less than annually.

**9.6** The Contractor shall track and document maintenance of equipment in accordance with manufacturer specifications and providing these records for review upon request of the Government.

**9.7** The Contractor shall furnish parts and labor for routine maintenance.

**9.8** The Contractor shall have recall procedures for equipment and supplies. The procedures to be followed by the Contractor for this maintenance shall be provided to the COR.

**9.9** The Contractor shall not change or alter a VA beneficiary's oxygen prescription or equipment requirements without a new prescription from the beneficiary's VA physician. Only during an emergency situation, the Physician will be called and will give a verbal order to change a prescription, if required. This change will be accepted and this emergency verbal order will be documented in writing in twenty-four (24) hrs by the responsible Physician.

## **10.1 EQUIPMENT/SUPPLIES SPECIFICATIONS**

**10.1** The oxygen concentrators shall be Underwriter Laboratory (UL) approved and must, as a minimum, meet the following specifications:

- a. Electrically powered (115 volts)
- b. Shall include a battery operated audible alarm to indicate a

power failure

- c. The oxygen concentrator shall not perform below the manufacturer's specifications.
- d. Hour meter and OCI indicator
- e. The oxygen concentrator shall be grounded internally or plug into a three-prong wall outlet appropriate for the VA beneficiary's home (outlet adaptors are not acceptable)
- f. Concentrators that have oxygen-sensing devices are preferred.

10.1.1 1. 5 Liter per minutes (LPM) Concentrator- electrical device that employs sieves and physical separation to deliver 90% or higher concentration of oxygen at flow rates up to 5 LPM.

Concentrators must meet the following specifications:

- Deliver 90% oxygen at flow rates up to 5LPM.
- Operate on 120 VAC, 60 Hz.
- Have thermal protector for compressor.
- Be double-insulated and have two-prong plugs.
- Have pressure compensated flow meter. Have high-low pressure alarm.
- Have power failure alarm.
- Weight 60 pounds or less.
- Be mounted on wheels for easy movement by patient/caregiver.
- Must meet Federal Drug Administration-Quality System Regulation (FDA-QSR) Standards found in Quality System Regulation from FDA Title 21, CFR Part 820, Good Manufacturing Practices (GMP)
- Minimum of three-year warranty on concentrator and compressor.
- Sound level of 60 decibel (db) or less.
- Energy efficient

10.1.2 10 LPM Concentrator - electrical device that employs sieves and physical separation to deliver 90% or higher concentration of oxygen at flow rates up to 10 LPM.

Concentrators must meet the following specifications:

- Deliver Oxygen flow rates: (I) 95% to 92% @ 1/2 - 7 LPM flow (II) 95% to 90% @ 7-10 LPM flow  
(O2 Pressure: 7 PSIG (48 KPA) normal)
- Alarms for the following failures required: Power Failure, O2 Concentration (Optional), and Irregular Pressure
- Size: 26.0 H x 14.7 W x 19.1 Deep (in)  
28.4 H x 39.4 W x 47.0 Deep (cm)
- Weight: 57 lbs (26kg) (10 LPM unit) 110 volt; 60 cycle
- Be double insulated and have two prong plug
- Have power failure alarm.
- Be mounted on wheels for easy movement by patient/caregiver.
- Must meet FDA QSR standards found in Quality System Regulation from FDA Title 21, CFR Part 820, Good Manufacturing Practices (GMP)
- Minimum of two-year warranty on concentrator and compressor.
- Sound level of 60 decibel (db) or less.
- Energy efficient

**10.2 Oxygen Conserving Device** - electric or pneumatic powered device that limits oxygen flow to inspiration only and thereby increase the duration of the supply (all tank sizes outlined in the contract). All patients who are receiving home oxygen via oxygen cylinder shall be issued an oxygen-conserving device.

10.2.1 Pneumatic units – shall meet the following specifications:

- Flow settings from .25 to 6.
- Have easy-to-read content gauge.
- Conservation ratio of 3:1 or higher.
- Have alarm for low oxygen pressure level.
- Have alarm for “no inspiration taken”.
- Have continuous flow setting.
- Have at least 2-year warranty.
- Weight less than 30 oz.

Notes:

- 1) Pneumatic conservers use double lumen cannula (higher cost, additional inventory item)
- 2) Conserving ratios are based on a breath rate of 20 bpm.

3) Danger of patient desaturating on exertion due to decreased size of bolus at higher bpm.

10.2.2 Electric units – shall meet the following specifications:

- Flow settings from .5 to 6.
- Have easy-to-read content gauge.
- Conservation ratio of 5:1 or higher.
- Bolus delivered per breath of at least 10cc per setting.
- Have alarm for low oxygen pressure level.
- Have alarm for “no inspiration taken”.
- Have continuous flow setting.
- Have at least 2-year warranty.
- Weight less than 30 oz.

**10.3 Cylinders.** All patients who are receiving home oxygen via oxygen cylinder must be issued an oxygen conserving device. The Contractor shall furnish under this contract only those cylinders which are in accordance with the Interstate Commerce Commission Regulations. Transportation of cylinders shall be in accordance with Code of Federal Regulation (CFR) Part 49, U.S. Department of Transportation. All "H", "M or B" or "E" cylinders furnished by the Contractor shall have an "H", "M or B" or "E" safety stand and/or cart at no additional charge to the Government. Stands/carts furnished shall remain the property of the Contractor. Cylinders shall be clean (free of dust, insects, rodent residue or other soil) when delivered to VA beneficiary's residence or nursing home.

**10.4** All electrical powered equipment used in performance of this contract shall be UL approved and shall be the most recently developed in the field at the time of use.

**10.5** Oxygen provided shall be United States Pharmacopoeia (USP) oxygen.

**10.6** Contractor-furnished equipment and GFE shall be maintained per manufacture's specifications. Contractor-furnished equipment shall be repaired or replaced at no cost to the Government when breakdown or malfunction is due to normal usage or due to the fault or negligence of the Contractor.

**10.7** All GFE shall be returned to the VAMC stock in terminally clean condition for repair, replacement or disposal, as appropriate. When equipment is deemed beyond

repair, the Contractor shall notify the COR or authorized personnel by written report with equipment type, serial number, an estimated cost of repair for determination of disposal.

**10.8** The Contractor shall manage Government-Furnished Equipment (hereafter GFE) and rental oxygen equipment by providing storage, delivery and set up, maintenance and repair services of high-pressure cylinders, oxygen concentrators, ventilators, compressors, oxygen refill systems, emergency backup systems and supplies to eligible VA beneficiaries as required by the VACHS.

**10.9** Provide firm-fixed pricing for the equipment, supplies and services per schedule visit. Set-up is defined as delivery of prescribed Home Medical Equipment (HME), orientation of vendor's services, equipment assessment, patient education, basic home safety review that shall be done as following: Mechanical ventilation 2 time monthly, Oxygen and noninvasive ventilation's patients quarterly or every 60 days and scheduling of ongoing deliveries and preventive maintenance inspection's (PMI) service appointments.

**10.10** VA or the contractor's Respiratory Care Practitioner (RCP), in accordance with the medical recommendations and the appropriate clinical staff at the VA Caribbean Healthcare Systems (VACHS-672), must develop the plan of service to follow. No alterations to the prescription will be permitted without written prior approval by the Pulmonary Service physician.

**10.11** The price for items listed includes, delivery, set-up, initial, and scheduled visit program RCP visits, education, preventive maintenance inspections as specified by the manufacturer, to include all disposable supplies as listed:

**10.12** Disposable supplies as outlined in contract shall be provided as follows:

- a. Oxygen cannulas for change two (2) week with a supply in reserve.
- b. All O2 masks types (when prescribed) for change every two week with a supply in reserve at times.
- c. 25-50 ft. of oxygen connecting tubing shall be replaced every (1) month or as needed with an equivalent section of tubing in reserve at all times.
- d. Tracheotomy Collar and accessories (e.g. tubing, large volume

nebulizer, etc) allowing for change every three (3) days with a supply in reserve at all times.

**10.13** Safety holders shall be provided at no charge for all veterans with a prescription for 4 or more tanks (cylinders).

## **11.0 INVENTORY**

**11.1** The Contractor shall maintain an inventory record of all GFE held in Storage and a copy shall be sent via e-mail or fax to the COR or Authorize Personnel bi-weekly.

## **12.0 CONTRACTOR REQUIREMENTS**

**12.1** The Contractor shall have at least three (3) years of experience in successfully administering basic home oxygen, mechanical ventilation and aerosol therapy to adult and geriatric patients. The Contractor shall coordinate, supervise and evaluate the services provided. The Contractor shall be registered under the Commonwealth of Puerto Rico and possess all valid permits to operate business in the island. In order for a new employee to begin providing these services, they must provide the training certificates no later than five (5) days.

**12.2** The Contractor shall have a physical location which houses the service office, warehouse, dispatch of vehicles and other functions related to the performance of services of this contract within the island of Puerto Rico to facilitate Joint Commission and/or VA inspections.

Unscheduled on-site Contractor (Quarterly) and home oxygen patient visits (10%/year) will be made by COR or Authorize Personnel to monitor the Contractor's performance under this contract. The contractor agrees to make available all records and documentation necessary during the monitoring visits.

**12.3** The Contractor shall possess all licenses, permits, accreditations, and certificates as required by local, state and federal law. The Contractor shall meet or exceed Joint Commission standards at the servicing location prior to contract award as evidenced by the submission of their accreditation/certificate and also must maintain this certification for the duration of the contract. If the contractor is re-surveyed by an accrediting body during the contract term, the contractor shall notify the Contracting Officer of survey dated, the outcome of the survey, and provide copies of new certificates as issued. Before contract award, the contractor's facility (ies) may be inspected by the VA. Subcontractors shall follow Joint Commission standards and

shall be monitored by the contractor for compliance. The Contracting Officer's Representative (COR) shall be notified if a subcontractor is utilized.

**12.4** The Contractor shall be primarily established in the business called for and possess sufficient resources to provide services required hereby at the acceptable quality levels provided in this document. By signing this offer, Offeror is certifying that he/she shall meet all requirements of Federal and Commonwealth of Puerto Rico laws, codes and/or regulations relating to the services required by this contract.

**12.5** The Contractor shall provide the following upon request of the COR at any time during contract performance, or as a result of changes or modifications to the contract, as appropriate.

- a. Plan of Service Form for patient care records
- b. FDA Permits, Licenses, and Certifications
- c. Education training records of personnel, orientation and ongoing education
- d. Operating plan and procedures for:
  - i. Accident and incident reporting
  - ii. Patient Education Materials (as identified in this solicitation)
  - iii. Patient Rights and Responsibilities
  - iv. Quality Assurance Plan
  - v. Equipment maintenance and management plan
  - vi. Emergency Contingency Plan for natural disasters
  - vii. Procedure for handling patient complaints
  - viii. Recall procedures
  - ix. Infection Control procedures

- x. Universal Precautions policy and procedures (fall, pain, Psychological hazards)
- xi. Safety and Occupational Health procedures
- xii. Electrical safety procedures and fire precautions
- xiii. Patient satisfaction survey and confidentiality procedures
- xiv. Inventory control procedures
- xv. Fall Reduction Program
- xvi. Performance Improvement Plan
- xvii. Other plans and procedures specified by the COR needed to fulfill new standards by the TJC or Veterans Administration.

**12.6** Each branch office or distribution point shall be nationally accredited and meet the Joint Commission standards. Proof of such accreditation shall be submitted to the VA Caribbean Healthcare Systems (VACHS-672), initially and on an annual basis to provide home oxygen services. Contractor will meet the following Joint Commission Standards, but not limited to:

- a. The Joint Accreditation of Healthcare Organizations Standards for Home Medical Equipment, Clinical Respiratory, and Rehabilitation Technology Services
- b. Standards for Home Health, Personal Care and Support Services, and Hospice
- c. Standards for Home Care Services
- d. Standards for Portable Comprehensive Accreditation Manual for Home Care (CAMHC) Contractor shall maintain accreditation throughout the duration of the contract. All prospective Contractors shall include with their bid documentation on how they have met the Joint Commission Standards. Contractor shall notify VA of any change in accreditation status.

**12.7** The Contractor shall provide staff with documented competency training to deliver the prescribed supplies/cylinders/equipment as required to each beneficiary as needed. Contractor shall maintain all VA-Owned as well as Contractor-Owned equipment issued to the veteran as recommended by the manufacturer specifications.

**12.8** According to the scheduling patient visit plan, the Contractor shall visit each VA beneficiaries to reassess oxygen/mechanical ventilator equipment compliance, educational needs, and shall provide a written report including, as a minimum, the following data:

- a. Name and Social Security Number (SSN) of beneficiary using equipment.
- b. Monitored compliance on prescription (LPM, hours per day).
- c. Type, hours on concentrator. (Serial Numbers kept on file should be for GFE only. Serial numbers for the rented equipment shall be the Contractor's responsibility and kept on file at its facility.)
- d. Inspection results of liter flow rate in monitoring patient compliance (as compared to prescription).
- e. Inspection compliance of intake filters (exchange or clean by patient); follow up education and/or reinforcement of compliance documented.
- f. Revised plan of service as needed.
- g. All NPSG specified in the contract

The Contractor shall bear all costs and expenses related to these visits and a report shall be developed, signed and dated by the Contractor and the patient and/or caregiver and a copy shall be left with the patient. The reports shall be legible and attached to the invoice. All reports shall be in alphabetical order by patient's last name, and submitted to the COR or Authorize Personnel with the monthly invoices by the 10th business day of the month following service.

**12.9** The Contractor shall develop a VA beneficiary account folder (Plan of Service) no more than 5 days after the initial oxygen set-up, and maintain it in compliance with the Health Insurance Portability and Accountability Act (HIPAA). All

beneficiary files are subject to review by designated VA Caribbean Healthcare Systems (VACHS-672) officials and accreditation surveyors on the behalf of these during accreditation surveys or consultation.

As a minimum the VA beneficiary folder shall adhere to current the Joint Commission standards for patient record keeping. All folders and information shall be rendered to the COR within 30 days of date of contract termination. Failure to provide these folders shall result in withholding of final payment.

Contractor will meet:

- a. The Joint Commission on the Accreditation of Healthcare Organizations Standards for Home Medical Equipment, Clinical Respiratory, and Rehabilitation Technology Services.
- b. Standards for Home Health, Personal Care and Support Services, and Hospice.
- c. Standards for Home Care Services
- d. HIPAA History: Public Law No. 104-191 (Aug 21, 1996)- On August 21, 1996, the United States Congress enacted the Health Insurance Portability and Accountability Act (“HIPAA”), now codified at 42 USC § 201 et seq. (42 USC 1320d-2). HIPAA Administrative Simplification is divided into three key standards: Code sets, Privacy, and Security. Each of the above standards has its own implementation date: Code sets (10-16-02), Privacy (4-16-03), & Security (4-21-05). Full HIPAA regulations can be found in the Code of Federal Regulations (CFR) Title 45 Public Welfare Subtitle A Department of Health and Human Services, Subchapter C Administrative data requirements, Part 160 – General Administrative requirements, & Part 162, and Part 164. (45 CFR § 160, 162 & 164 link)

**12.10** Contractor shall provide a written emergency management plan in compliance with Joint Commission standards. At the time of setup of equipment, Contractor shall provide beneficiaries with a telephone number to call if there are any questions or if additional information is required. The Contractor shall also provide patients with written instructions about what to do in case of a natural disaster or other emergency.

**12.11** Standard precautions shall be used to prevent exposure to blood borne diseases when handling all contaminated equipment/items. Gloves shall be worn when handling items soiled with blood and/or body fluids. Hands shall be washed before and after visiting each patient and when gloves are removed. Contaminated equipment shall be kept separate from clean equipment. The Contractor's warehouse shall have clear demarcation between contaminated and clean storage areas. If contaminated and clean items are transported in the same vehicles, the vehicles shall have clearly demarcated areas for contaminated and clean items. Contractor's procedure for handling the pick-up of contaminated equipment shall meet Joint Commission Standards.

### **12.12** Conformity to Regulations

The Contractor and his/her employees shall conform to all regulations, Federal, State and local, governing the performance of contracted services in each state in which performance occurs.

VACHS facilities have been designated NO SMOKING areas in their entirety. Individuals found in violation of this no smoking policy may be subject to a monetary federal citation for disregarding posted safety rules and regulations. Furthermore, Contractor may be directed to stop work. Contractor shall notify all of his/her employees and/or sub-contractors of this strict enforcement policy.

**12.13** Vehicles: The vehicles used in the performance of this contract must be licensed and meet the minimum requirements as mandated by each state/county/city in which performance occurs.

**12.14** Evidence of Coverage: Before commencing work under the contract, the Contractor shall furnish the Contracting Officer with a certification from his/her insurance companies indicating the coverage for this contract have been obtained and that it may not be changed or canceled without written notice within thirty (30) days to the Contracting Officer. The coverage is outlined below:

FAR 28.307-2 (b) - General Liability. The contracting officer shall required bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

FAR 28.307-2 (b)(2) - Property Damage Liability insurance shall be required only in special circumstances as determined by the agency.

**12.15 Workmen's Compensation:** Contractors are required to comply with applicable Federal and State Worker Compensation and occupational disease statutes. The Act of June 25, 1936, 42 Stat. 1938 (40 USC 290), authorizes the constituted authority of the several States to apply their workmen's compensation laws to all lands and premises owned or held by the United States. The Contractor shall procure and maintain while the contract is in effect, Workmen's Compensation and Employers Public Liability Insurance. The policy shall provide coverage for Public Liability limits of not less than the statutory limitations for any one accident, and at least meet the statutory limitations if more than one person is involved.

### **13.0 CONTRACTOR PERSONNEL REQUIREMENTS**

**13.1** Contractor employees related to VA contract shall have the ability to understand, speak, read and write in Spanish and English. The contractor shall notify immediately, no later than twenty-four (24) hours, when an employee is no longer working for them.

**13.2** The Contractor shall develop, maintain, and make available for review upon request of the Contracting Office or COR, personnel folders for all employees providing services under this contract. At the end of the contract period, the Contractor shall turn over all files to the COR.

**13.3** The Contractor shall have on file a current criminal background check for each employee assigned to VA's contract, located in employee's competency folder.

**13.4** The Contractor shall provide and document employee orientation, ongoing employee education, and ongoing assessment of employee competency for all employees involved with the delivery/recovery of equipment covered under this contract according to Joint Commission standards. This information shall be provided to the COR.

**13.5** The Contractor shall provide COR or Authorize Personnel with a list of all employees currently qualified to perform delivery/recovery and patient education services no more than five (5) days after contract award. The COR or Authorize Personnel will inspect employee files at the time of the inspection of Contractor premises and vehicles. The Contractor shall provide training certificates for all employees who perform the delivery, setup, training/education on the use of respiratory equipment as well as the National Patient Safety Goals to the patient and/or caregiver(s) upon request.

**13.6** The Contractor shall educate, evaluate and document employee education in accordance with current Joint Commission accreditation standards. These standards are:

- a. The Joint Commission on the Accreditation of Healthcare Organizations Standards for Home Medical Equipment, Clinical Respiratory, and Rehabilitation Technology Services
- b. Standards for Home Health, Personal Care and Support Services, and Hospice
- c. Standards for Home Care Services
- d. Standards for Portable Comprehensive Accreditation Manual for Home Care (CAMHC)

**13.7** Only Contractor employees that have been properly trained and who have demonstrated competency may perform equipment deliveries, recoveries, and patient education on the equipment.

**13.8** The Contractor shall have sufficient staff and have sufficient supplies to render satisfactory and courteous service at all times to beneficiaries serviced under this contract.

**13.9** The Contractor shall be held responsible for the acts and omissions of its employees, its sub-contractors or satellite offices and their employees. Sub-contractors shall adhere to the requirements of this contract.

**13.10** The contractor shall provide each of its employees dealing with VA patients an identification badge with picture, first and last name and company name. Likewise, these employees must also have a VA Contractor identification badge. The contractor shall submit a

list of employee names requiring badges to the COR and arrangements will be made with VA Security Services to set-up appointment and issue badge.

**13.11** The Contractor shall provide its employees with appropriate work attire (uniform) and require that employees present and maintain a professional appearance during the performance of this contract.

**13.12** The Contractor shall assume full responsibility for the protection of its personnel furnishing services under this contract, in accordance with the personnel policy of the Contractor, such as providing worker's compensation, professional liability insurance, health examinations, income tax withholding, and social security payments. The parties agree that the contractor, its employees, agents, and subcontractors shall not be considered VA employees for any purpose.

**13.13** All personnel performing work under this contract shall satisfy all requirements imposed on sensitive data and information by law, Federal regulations, VA statutes and policy, Veterans Health Administration (VHA) policy and guidelines and the associated requirements for appropriate security eligibility in dealing with access to sensitive information. Contractor shall carry out sufficient background investigation of their staff members and subcontractors to reduce the risk of criminal activity, or substantiated incidents of patient abuse/security/ breaches or substance abuse, and any other adverse activities. Patients must not be placed at any such potential risk, which could impact on the safety of patients and the peace of mind of their families. The contractor will keep staff members folder and provide to the COR for review when requested/ as applicable. The contractor personnel shall have uniforms and IDs, provided by the contractor, at all times when providing services in the veteran's place of residence or in a nursing home. Delivery trucks shall be labeled.

### **13.14** System Security and Rules of Behavior

The Contractor shall provide to the Contracting Officer within thirty (30) days from contract award documentation that security measures have been implemented, which are consistent with all Veterans Health Administration (VHA), Veterans Affairs (VA), and Health Insurance Portability and Accountability Act (HIPAA). All contract employees shall refer to VA Center Memo 001IRM-09-04 titled Use of Government Telephone Systems, Cellular Phones and Earpiece Devices and VA Center Memo 05-07-08 titled Employee Responsibilities and Conduct. This information will be provided by the COR at contract award.

### **13.15** Safety Requirements

In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer or the COR may determine to be reasonably necessary to protect the lives and health of all persons affected by this contract. The Contracting Officer or COR will notify the Contractor of any noncompliance with the foregoing

provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his/her representative at the site of the work, shall be deemed sufficient for the purposes aforesaid. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.

## **14.0 PATIENT EDUCATION REQUIREMENTS**

**14.1** On each delivery, the Contractor shall set up, adjust and instruct the patient on all equipment and services that are being prescribed and in the proper use and care of equipment and supplies. This information is to be presented verbally and in demonstration, and material covered shall be in written form to be left with the beneficiary/care giver. Veteran or caregiver must give a return demonstration of equipment/supplies. The written material shall be in English as well as in Spanish. Reinforcement and/or additional training may be requested for any veteran at no additional charge to the Government at any point during this contract. All patient education material must be presented in written form to the COR or Authorize Personnel for approval prior to the award. The contractor as directed by COR or Authorize Personnel will implement any new or revised education material. The VA shall determine whether the contractor shall use their forms or forms supplied by the VA for documentation of services provided to VA beneficiaries.

The Contractor shall provide educational and/or warning information for patients, their families, or caregivers on the hazards of smoking and using an open flame while oxygen is in use. The educational materials must be provided upon initial delivery and check that the educational material is available at patient's home or nursing home during the scheduled visit. The checklist used by the Contractor for follow-up services shall, at minimum, include:

- a. No Smoking sign provided and/or posted
- b. If smoke alarms are present, veteran will be instructed to test all smoke alarms monthly, and that smoke alarms sound when tested. If none are present, recommend/instruct the patient and/or caregivers of the importance of acquiring them.
- c. Patient instructed to remove the cannula, shut off the oxygen supply, and wait for the oxygen to dissipate prior to smoking

**14.2** Verification of patient education shall be included in the patient's Plan of Service Folder and include the signature of the beneficiary and/or caregiver and the date of education. The Plan of Service

Folder shall be reviewed and updated not less than every six months from date of initial delivery or as requested by the COR. Contractor shall provide veterans' patients with a copy of VA Patient Rights & Responsibilities and any advance information concerning directives.

**14.3** Instructions given to the beneficiary and/or care provider shall be in accordance with TJC standards and include, as a minimum, the following:

- a. Patient Rights & Responsibilities
- b. The safe and appropriate use of oxygen equipment and supplies
- c. Basic home safety, to include findings of a home safety risk assessment, possible interventions, causes of fire, fire prevention activities and a fire evacuation route
- d. The importance of the presence of and working order of smoke detectors and fire extinguishers
- e. How and when the beneficiary can contact the Contractor for equipment problems (24 hour toll-free telephone number to be provided)
- f. An emergency preparedness plan to prevent interruptions of service
- g. Cleaning, handling and storage of the equipment/supplies
- h. Identifying, handling and disposal of hazardous materials and waste
- i. Education on Falls Reduction program, interventions and individual strategies to overcome falls
- j. How to contact The Joint Commission, if necessary

## **15.0 DO NOT RESUSCITATE POLICY**

The Contractor shall have a Do Not Resuscitate (DNR) policy in accordance with the Federal and Commonwealth of Puerto Rico laws and regulations

as well as VA policy.

## **16.0 DISCONTINUATION OF SERVICE**

**16.1** The VA Caribbean Healthcare Systems (VACHS-672), will notify the Contractor in the event of an order to discontinue oxygen service to any beneficiary covered under this contract. Notification shall be made by fax. Payment for services will be prorated and terminates five (5) business days after notification to Contractor to discontinue service. The Contractor shall notify the COR or authorized personnel within the next business day of a patient death or upon finding a patient has moved out of the service area.

**16.2** After notification to discontinue service, the Contractor shall remove equipment from the beneficiary's residence at the earliest possible time but no later than five (5) business days unless approved by Prosthetics. The date and time of equipment pickup shall be coordinated with the patient and/or caregiver, or next of kin in the event of death. The Contractor shall make every effort to meet the beneficiary's or beneficiary's families' requests for pickup times. The Contractor shall honor beneficiary's or family's requests to pick-up equipment before or after funerals or family gatherings relative to beneficiary funerals. The Contractor shall treat such requests with the utmost courtesy, and give such requests the highest priority. Contractor shall provide with the monthly invoice, a list of discontinued veterans for that month to include veteran full name, last SSN, date of equipment pick up, type, quantity and serial numbers of equipment picked up.

## **17.0 PATIENT TRAVEL**

**17.1** The Contractor shall be responsible for coordinating all services for veterans who travel outside the geographical area covered by this contract. Patients will be instructed by the Contractor and VA staff to notify the Contractor at least two (2) weeks before intent to travel. On the other hand, patients relocating shall be required to notify the Contractor and VA staff at least thirty (30) days in advance.

Arrangements for air/water travel are the responsibility of the patient.

- a. Veterans covered within the purview of this contract are authorized a maximum of (thirty) 30 days travel, with a maximum of two (2) set-up charges within a one-year period from the latest home O2 Prescription Date. Subsequent to this any other oxygen costs will be the patient's responsibility.

- b. Contractor shall provide veterans traveling within the geographical area covered by the contract all oxygen services hereunder at the contract rate utilizing contractor furnished equipment only. Contractor shall obtain prior approval in writing from the COR or Authorize Personnel of the VA facility where the patient is currently enrolled in the Home O2 Program.
- c. Contractor shall arrange for oxygen services for veterans traveling outside the contract area covered by the contract, including those temporarily relocating or moving out of the area. The Contractor shall be paid in accordance with established pre-travel arrangement agreement made between the Contractor and providing vendor, and approved by the COR.
- d. Travel other than the United States is not covered under this contract. Veteran will be responsible for all travel arrangements and for obtaining oxygen services.

## **18.0 DEMURRAGE CHARGES**

**18.1** The contractor agrees to provide cylinders without assessing demurrage charges on the Government. The Contractor further agrees that the free loan period of cylinders is indefinite, but shall not exceed the term of the contract.

The VA Caribbean Healthcare Systems (VACHS-672) will not pay for the Contractor's lost or damaged equipment provided under this contract unless circumstances as reviewed by the Contracting Officer and documented by the COR, are concluded to be the results of negligence on behalf of patients or VA Caribbean Healthcare Systems (VACHS-672), employees. Accordingly, this is considered to be the cost of doing business, and is the requirement of the Contractor to pay for this type of equipment. Contractor may request payment by submitting a written summary of the circumstances of lost or damaged equipment to the contracting officer within thirty (30) calendar days of the occurrence of the incident in question. The Contracting Officer will review the summary, and a written determination will be made to the Contractor as to the liability. The VA Caribbean Healthcare Systems (VACHS-672) will not pay for rental on equipment not being used by an authorized veteran during the performance of this contract or for equipment that cannot be found.

**18.2** Excess Delivery: VA Caribbean Healthcare Systems (VACHS-672), will not pay the Contractor for delivery of supplies or equipment in excess of those prescribed without prior authorization by the COR or Authorize Personnel.

## **19.0 PHASE-OUT REQUIREMENTS**

In the event that the government does not choose to exercise its option to renew the contract, or the last option has expired, the contractor recognizes that the services under this contract are vital to the government and must be continued without interruption. Transition phase shall be performed in accordance with FAR 52.237-3, Continuity of Services.

### **17.1 Transition Period**

At the end of the contract period a transition period will be required during which incumbent Contractor shall continue to provide services at the contract prices while the incoming Contractor is taking over.

Upon expiration, another contractor may be awarded the subsequent contract to continue these vital services.

The Contractor shall arrange and coordinate with the present Vendor/Contractor and each affected veteran the exchange of all Contractor-owned equipment, ensuring that there is no disruption of service to the patient. The Contractor shall provide all necessary supplies at the time of exchange at no additional cost to the VA. The incoming Contractor shall notify previous Contractor and the COR once the exchange is made so that the previous Contractor may recover their equipment. The Contractor shall provide all necessary training at the time of delivery/exchange. The exchange shall be completed within thirty (30) days from effective date of contract. All cost of exchanging Contractor-owned equipment and training shall be borne by the Contractor.

## **20.0 CONTRACTING OFFICER REPRESENTATIVE**

**20.1** The Contracting Officer reserves the right to designate a representative to furnish technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitations of the Authorize Personnel's authority. A copy of the designation will be furnished to the Contractor no more than 5 days after notice of award.

## **21.0 EVALUATION TEAM:**

**21.1** Evaluation Team will be integrated by the following personnel:

1. Braxton Linton, Chief Prosthetics
2. Madeline Pagan, Prosthetic Representative

3. Edwin Alicea, Physician Pulmonary Service
4. Aristides Maldonado, Health System Specialist

## **22.1 PAYMENTS AND INVOICING**

**22.1** The Contractor shall submit monthly invoices. (See Note below)

**22.2** The VA will review the invoice against its record. VA will notify the contractor in writing of invoice discrepancies within 10 days of receipt of invoice. Upon receipt of corrected invoice, VA will approve the invoice and make payment to the contractor by Government Credit Card and/or Certified Invoice. If discrepancies cannot be resolved between the COR and the contractor, contractor shall refer the matter to the Contracting Officer for resolution.

**22.3** It shall be considered fraudulent for the contractor to bill other third party insurance sources for services rendered to veteran enrollees under this contract.

**22.4** Invoices shall contain a copy of each patient's Service Report and shall include as a minimum the following:

- Name and business concern and the invoice date
- Invoice control number
- Contract Number
- Veterans full name/address, last 4 of social security number
- Patient Education documentation
- Fall Risk Assessment Scoring Grid (initial set ups, updated plan of care, prescription change)
- Plan of Care (Initial setups, updated plan of care, traveling veterans, prescription change).
- Safety issues identified, noted and follow-up action
- Description of Supplies and/or services

- Certification the issuing equipment is in good working condition
- Cylinder sizes
- Quantities
- Unit Price
- Serial Numbers of equipment that is provided initially, returned and/or exchanged. Equipment includes the following but not limited to: concentrator, conserving device, ventilator, oxygen refill system.
- Indicate if equipment is new or used
- Concentrator Hours
- Veteran Signature on all required documents includes the following but not limited to; plan of care, delivery slips, etc.

Contractor shall provide with the monthly invoice, a list of discontinued veterans for that month to include veteran full name, last SSN, date of equipment pick up, type, quantity and serial numbers of equipment picked up.

Failure to obtain a signature from veteran and/or beneficiary for deliveries shall result in suspension of payment for these invoices.

Overall documentation must be correct, complete, timely and legible; failure to do so shall result in delay of payment for these invoices.

**22.5** An Invoice Summary will be provided with the individual Service Report. Summary shall include:

- patient's name
- servicing VAMC site
- the last 4 digits of the social security number
- item HCPC code
- contract line item number with item description
- dates of service

- invoice number
- invoice total
- a grand total for all invoices included under this invoice.

**22.6** Contractor shall develop Special Equipment Identification Codes to identify Government-furnished equipment and services provided as a result of hurricanes and other acts of God or emergency situations. VA and contractor will agree to the invoicing format after award and before the 1st payment is processed for payment. A single monthly invoice shall be submitted for each individual for whom services are provided.

**22.7 *Travel Patient Invoices:*** Upon arranging for O2 services for traveling patients, Contractor shall inform the vendor to forward invoices directly to Contractor. Contractor shall audit and certify the invoices with a copy of the prescription and a summary of service arrangements made with the vendor. Invoices will be submitted with the monthly billing and shall contain the information as noted in Item number 4 in this attachment with at least the patient information, specified charges and the dates of service. Contractor shall pay the applicable vendors. Government will reimburse contractor the costs established by the pre-travel arrangement agreements made between contractor and providing vendor, upon providing required invoices and supporting information. Quantity and prices in Deliverables are estimates.

**22.8 *Recovery of Equipment Invoices.*** COR will pay reasonable shipping costs to Contractor for recovery of VA-owned equipment from veterans, care provider or family members of veterans when applicable (i.e. veteran moved outside the contract jurisdiction). Billing receipt or other documentation, acceptable to COR, must be submitted with invoice. Recovery of contractor-owned equipment will be at no cost to the VA.

NOTE:

**INVOICES AND BILLING:** Invoices shall be submitted MONTHLY in arrears and received no later than the 10th of the following month. Payments shall be made monthly in arrears based upon the VAMC's certification of properly submitted invoices. Invoices will be sent to the appropriate site as listed below according to the patients under those sites. (Sites may change dependent upon realignment of VA agencies or offices):

VA Caribbean Healthcare System  
Prosthetic & Sensory Aids Service (672/121)  
Attn: Chief Prosthetic and Sensory Aids Service  
10 Casia St  
San Juan PR 00921