

A. SUBJECT: SWT-05-04, REQUEST FOR QUOTATION UNDER GSA SCHEDULE 621 I, SIN 035

PHYSICAL THERAPY SERVICES FOR THE NAVAL MEDICAL CLINIC
480 CENTRAL AVENUE
PEARL HARBOR, HAWAII 96860-4908

BRANCH MEDICAL CLINIC, MAKALAPA, HAWAII

All Contractors will be given a fair opportunity to be considered for the delivery order resulting from this request. Specific information for services is as follows:

1. **SERVICES REQUIRED.** This is a firm-fixed price quotation request is a PHYSICAL THERAPIST services for the Naval Medical Clinic Pearl Harbor. Services shall be provided in the Branch Medical Clinic, Makalapa, HI (1 FTE Physical Therapist).

2. **PERIOD OF PERFORMANCE.** The period of performance is from award (but not earlier than 1 July 2004) through 30 Sep 2004 with an option to extend (at the discretion of the Government) from 1 Oct 2004 through 30 Sep 2005 and from 1 Oct 2005 through 30 Sep 2006.

3. **SPECIFIC REQUIREMENTS.** Statement(s) of work that outline, the work to be performed; location of work; hours of performance; applicable professional standards, certifications, education, experience; and, the special requirements of this position for this quotation is contained in **Attachment 001**. These requirements supplement but do not supplant the provisions of the schedule contract specified above.

4. **QUOTATION INFORMATION.**

a. Written responses to this quotation are due to the Contracting Officer **NLT 1200 pm local time (Noon EDT) 07 APR 2004**. Preferred response method is by email to sdwellen@nmlc.med.navy.mil. The Government will also accept telefaxed responses to: (301) 619-2925 (Attn: Code 21W). The business address of the Contracting Officer is: Commanding Officer, Naval Medical Logistics Command (Attn: Code 21W) 1681 Nelson Street, Fort Detrick, MD 21702-9203. Questions may be directed to sdwellen@nmlc.med.navy.mil. All correspondence shall reference SWT-05-04.

b. For this quotation, each Contractor's response must contain for each health care worker, a completed "Personal Qualifications Sheet" (**Attachment 002**), the Health Certification form, (**Attachment 003**), Pricing Sheet (Section B- **Attachment 004**), the Supplemental Pricing Worksheet (**Attachment 005**), proof of employment eligibility (**Attachment 006**), and a completed Past Performance Worksheet (**Attachment 007**).

5. **EVALUATION FACTORS.**

a. **Evaluation Factors.** Offerors must propose specific individual healthcare worker(s) to fill this requirement. For this quotation, the Contracting Officer will select the awardee(s) based upon the skills, education, experience, and qualifications of the healthcare workers as they meet or exceed the requirements contained in **Attachment 001**; then, the relevance of the offeror's experience (Past Performance) providing the same or similar services, then the offeror's price. In descending order of importance, the evaluation factors are:

1. The quality and quantity of education, training and experience of the healthcare worker(s) as these factors relate to the specific requirements of this Delivery Order, then

2. Additional certifications, advanced degrees, and/or licensures of the healthcare worker(s) as these factors relate to the specific requirements of this Delivery Order, then

3. Letter of recommendation for each healthcare worker(s) that address such specific items as clinical skills, professionalism or specific areas of expertise, then

4. Continuing education of the healthcare worker(s) within the last 24 months it relates to the healthcare worker's current professional development, then
5. Healthcare worker's previous experience in military medical facilities, then
6. The relevance of the offeror's experience (using **Attachment 007** Past Performance Format) providing similar or like services, then
7. The offeror's price. The factors to be considered in evaluating the offeror's price is:
 - a. Completeness - All required price information has been submitted and tracks from Section B of the Delivery Order, and
 - b. Reasonableness - The degree to which the proposed prices compare to the prices that a reasonable, prudent person would expect to incur for the same or similar services, and
 - c. Realism - The offeror's prices and supplemental pricing information will be examined to identify unusually low price estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the Delivery Order requirements, and the risk of personnel recruitment and retention problems during Delivery Order performance.

6. THE BASIS FOR AWARD.

- a. Multiple awards may be made as a result of this quotation using GSA Contractor Teaming Arrangements; however, the Government reserves the right to make a single award when in the best interest of the Government. Award(s) will be made to the offeror(s) whose quotation(s) is/are the most advantageous to the Government, considering (1) the technical factors listed above, and (2) offerors who have demonstrated the most relevant positive experience (past performance) providing Physical Therapy services of similar complexity, and (3) offerors who have submitted a fair and reasonable and price. The Government reserves the right to make an award to other than the low priced offeror if either (1) the technical qualifications of the healthcare worker(s) proposed warrant paying a premium for their skills, education, experience, and qualifications, or (2) two or more offerors are determined not to have any substantial technical differences (i.e. are considered technically equivalent).
- b. In the evaluation of offerors:
 - (1) The greatest consideration will be given to offerors who demonstrate successful experience (within the last 5 years) providing Physical Therapy services of similar complexity.
 - (2) Lesser consideration will be given to offerors who demonstrate successful experience (within the last 5 years) providing other related services but not specifically Physical Therapy services.
- c. In all cases, experience providing dental services are not relevant to this requirement. Additionally, medical services where the healthcare workers are not privileged by a hospital credentialing body (for example, occupational health clinics, prison infirmaries, etc.) are not relevant to this requirement.
- d. The combined technical factors of the qualifications of the healthcare worker(s) proposed (their skills, education, experience, and qualifications) and the offeror's successful experience (Past Performance) providing Physical Therapy services are significantly more important than the offeror's price. However, the closer the merits of the technical factors are to one another, the greater the importance of price in making the award determination.

B. SCHEDULE OF PRICES

1. The Contractor shall furnish qualified Healthcare workers in accordance with this delivery order and the basic contract.

2. The following activity is/are the sole authority to issue and or modify this Delivery Order:

Naval Medical Logistics Command
Code 02
1681 Nelson Street
Fort Detrick MD 21702-9203

3. This Delivery Order will be placed using a DD Form 1155 signed by the Contracting Officer. It will be executed in writing by the Contracting Officer and transmitted either via mail, facsimile, or electronically via e-mail. If the order is transmitted via e-mail, the Contractor shall acknowledge receipt of e-mail.

4. Performance of healthcare worker services at military treatment facilities (MTFs), branch medical clinics (BMCs), or other activities under the cognizance of the Naval Medical Clinic, Pearl Harbor, HI are contemplated by this Delivery Order and shall be considered within the scope of these requirements. The Government reserves the right to reassign healthcare workers within a Military Treatment Facility (MTF), to meet patient demand.

5. In the event that performance requirements at a particular facility differ slightly from that in the basic contract, those differences shall be defined in this Delivery Order.

6. Each Delivery Order will contain at a minimum the following information:

- a. The date of order
- b. Contract number and order number
- c. Description of services
 - Labor category and,
 - Specific duties and,
 - Position qualifications and,
 - Place of performance and,
 - Hours of operation and,
 - Quantity required.
- d. The unit price
- e. The period of performance
- f. Accounting and appropriation data
- g. Payment office address
- h. Any other pertinent data
- i. Invoicing and Acceptance instructions
- j. Name of the Contracting Officer's Representative (COR)

7. The period of performance of any one Delivery Order shall be for a period of twelve (12) months or less in duration.

8. In the Position Specific Statement of Work (**Attachment 001**), the Government will disclose specific information concerning the type(s), duration and location(s) of the services to be provided. This notice may include the number of work hours per day that constitutes the "shift" of an individual healthcare worker, the number of hours/shifts required, the times that hours/shifts will begin and end, and the places where these hours/shifts will be performed. In the event that the Government requires shifts lasting more than 8 hours per day, the parties agree that the Contractor is solely responsible for investigating and determining the applicability of any state and/or local wage or overtime compensation laws with regard to its performance. It is further agreed that the Contractor assumes any and all risk as to the accuracy of its judgment. Accordingly, since the price provided herein reflects the Contractor's determination, the Contractor shall not be entitled to any equitable price adjustment should a state and/or local

agency charged with enforcement of such wage and overtime laws rule that the Contractor's determination was erroneous

9. The Contractor shall factor all the cost of watch-standing, shifts greater than 8 hours, on-call, differential pay, special pay, etc into its hourly rate for the line item for each specific labor category. The Contractor shall provide a composite price that blends all these requirements into a single hourly price for the scheduled services. The Contractor will be paid at that composite price. The Government's purpose is to ease the administrative burden on both the Contractor and the Government to track and validate frequent, urgent and/or emergent requirements for care that can originate from multiple services within the MTF.

C. STATEMENT OF WORK.

NOTE 1: The award of this Delivery Order (DO) will create a Personal Services relationship between the Contractor healthcare worker and the Government. Therefore, the requirements of 10 USC §1089, 10 USC §1091, and all paragraphs in the basic contract related to Personal Services Contracting, including the paragraph in the basic contract entitled, "Scope of Work Personal Services Only" shall all apply.

NOTE 2: The clauses within this Delivery Order supplement but do not supplant the clauses contained in of the Federal Supply Schedule contract **FSS/VA 621.1**. In the event there is a conflict between the clauses herein and the clauses in the basic contract, the basic contract will always have precedence.

NOTE 3: The use of *Commander/Commanding Officer* means the Commander or Commanding Officer, of the military treatment facility or a designated representative, e.g., Contracting Officer's Representative (COR), Department Head, or the head of the activity designated in a particular clinical area.

NOTE 4: The term *healthcare worker* (or HCW) refers to the individual(s) providing services under this agreement.

NOTE 5: The abbreviation *MTF* refers to the Military Treatment Facility or other Federal healthcare facility at which services are performed.

1. During the term of this delivery order, the Contractor agrees to provide, on behalf of the Government, the services identified herein for treatment of active duty military personnel and other eligible beneficiaries, in accordance with the terms and conditions of this contract. Contractor healthcare worker(s) shall always meet the minimum qualifications contained in this Delivery Order and the Position Specific Statement of Work (**Attachment 001**).

2. SCHEDULES, ABSENCES, AND LEAVE. **Attachment 001** specifies the work schedule for healthcare worker(s). The following shall apply:

2.1. If the healthcare worker is absent for 2 or more consecutive unplanned days, the Commanding Officer may require written documentation from a qualified health care provider that the healthcare worker is free from communicable disease. The Government reserves the right to examine and/or re-examine any healthcare worker who meets this criterion.

2.2. Documented military leave for military reservists will be allowed, not to exceed 240 duty hours per 12 consecutive months. This leave may be taken intermittently, i.e., 1 day at a time. Military leave is compensated leave. The healthcare worker shall follow the policy of the MTF with respect to notification of scheduled military duties to the COR.

2.3. Administrative leave may be granted for healthcare workers selected to serve jury duty. Requests for administrative jury duty leave shall be submitted to the COR in the same manner as planned leave is requested. The healthcare worker is required to provide the COR with as much written notice as possible prior to reporting for jury duty, and is responsible for supplying documentation regarding the necessity for and length of absence for jury duty. A healthcare worker whose position is deemed critical by the Commanding Officer may be issued a written request for the court to excuse the healthcare worker from jury duty. The Contractor shall compensate the healthcare worker for these periods of authorized administrative leave. No individual healthcare worker will be granted more than 15

days of administrative leave for jury duty per year; in those instances where a contract healthcare worker who accrues leave is anticipated to be in jury duty status in excess of 15 days, the Contractor shall provide a replacement worker within the timeframes established by the Government for each position.

2.3. Administrative Leave. For unusual and compelling circumstances (e.g., weather emergencies) in which the Commanding Officer either excuses all facility personnel from reporting to work or dismisses all personnel early, the Commanding Officer is authorized to grant administrative leave to the healthcare worker. This administrative leave may be compensated leave.

2.4. Furlough. Unless otherwise authorized by a defense appropriations bill, the Government shall not reimburse Contractors for services not rendered during a Government furlough. In the event of a Government furlough, the Commanding Officer will determine which healthcare workers are considered critical and therefore must report to work. Healthcare workers deemed critical shall be compensated for services rendered during a furlough. All other healthcare workers shall be furloughed until the Government shutdown ends or they are notified by the COR that they have become critical employees.

2.5. A healthcare worker with a bona fide medical emergency occurring while on duty, or with an on-the-job injury, will be provided medical care until the condition is stabilized. The Contractor shall reimburse the Government for all medical services provided unless the healthcare worker is otherwise entitled to Government medical services.

2.6. In the instance where the Government directs the healthcare worker to remain on duty in excess of their scheduled shift due to an unforeseen emergency or to complete patient treatment where lack of continuity of care would otherwise jeopardize patient health, the healthcare worker shall remain on duty. The healthcare worker will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the healthcare worker and the Commanding Officer. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift), which are to be completed as part of the shift.

2.7. Healthcare workers providing services will generally receive uncompensated meal breaks of 30 minutes when assigned an 8-hour shift and 45 minutes when assigned a 12-hour shift (as specified in **Attachment 001**). The healthcare worker's shift will be 8.5 hours or 12.75 hours, respectively, to constitute a full 8 or 12 hours of on-site service. This includes the Government's right to extend the work shift beyond the scheduled clinic closing time to complete patient care and administrative duties. No healthcare worker shall work beyond 12.75 hours per shift.

2.8. In compliance with state and/or local labor law, healthcare workers may receive one compensated work break in the morning and one in the afternoon. The Government will schedule these breaks consistent with workload requirements. Neither break shall exceed 15 minutes. The Government will accept no liability and will pay no additional costs to the Contractor if the healthcare worker unilaterally decides to forego their scheduled break(s).

3. DUTY HOURS.

3.1. The Government will identify specific duty hours in Attachment 001. Unless otherwise specified, services required by an individual healthcare worker shall not exceed 80 hours per two-week (14 consecutive day) period. Any changes in the schedule shall be coordinated between the healthcare worker and the Government. Healthcare workers shall arrive for each scheduled shift in a well-rested condition.

3.2. Unless otherwise specified in each individual Position Specific Statement of Work, the Contractor shall provide no more than two individuals for each 2,088 (or 2,096 in a leap year) hour requirement.

3.3. Individual healthcare workers may be assigned to another location within a 25 mile commuting area of their assigned MTF/Clinic.

3.4. Unless otherwise specified in the Position Specific Statement of Work, services of the healthcare workers shall not be required on the day of observance of the following federally established holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. For all positions for which replacement coverage is required, all days

are treated individually. Specifically, for all positions for which replacement coverage is required, if the healthcare worker who is not scheduled to provide services on a Federal holiday, the Government will not compensate the Contractor for that holiday.

3.5. The Contractor may elect to offer overtime to certain healthcare workers to fill otherwise unfilled shifts, portions of shifts, or scheduled hours of service. Nothing precludes the offer of this overtime to a healthcare worker who would otherwise provide 80 hours of service per two-week (14 consecutive day) period so long as all the following conditions apply:

3.5.1. In no case shall the amount of hours worked exceed 51 hours per consecutive 7-day period (calculated at 8.5 hours per shift x 6 shifts which includes uncompensated meal breaks) or 102 hours per consecutive 14 days period (calculated at 8.5 hours per shift x 12 shifts which includes uncompensated meal breaks) and,

3.5.2. In no case shall an individual work more than 6 consecutive days and,

3.5.3. In no case shall an individual work more than 12.75 hours during any consecutive 24 hour period (including uncompensated meal breaks) and,

3.5.4. In no case shall an employee's continued employment be contingent upon their accepting this overtime assignment and,

3.5.5. The parties agree that the Contractor is solely responsible for complying with state and/or local wage and overtime compensation laws as described herein and the parties further agree that the Contractor shall not look to the Government for additional reimbursement beyond the price already contained on the applicable hourly pricing for that labor category.

4. RESERVED.

5. RESERVED.

6 FAILURE AND/OR INABILITY TO PERFORM

6.1 Should a healthcare worker, who accrues leave and is subject to Government approval of the leave schedule, be unable to perform duties due to medical or physical disability for more than 10 consecutive days, that individuals' performance may be suspended by the Contracting Officer until such medical or physical disability is resolved. If performance is so suspended, no reimbursement shall be made to the Contractor for the affected healthcare worker so long as performance is suspended.

6.2 If clinical privileges of a healthcare worker have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance by that healthcare worker or for the Contractor in entirety may be suspended until clinical privileges are reinstated. No reimbursement shall be made to the Contractor so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct will be reported to the appropriate licensing authorities of the state in which the license is held.

6.3 Any healthcare worker(s) demonstrating impaired judgment will be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

6.4 Any healthcare worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

7. CONTRACT STATUS REVIEW (CSR) MEETINGS.

7.1. Each 30–90 days during performance, the Government will require the Contractor to discuss issues germane to the deliver of healthcare under this delivery order. The Government expressly retains the right to require the

Contractor to attend face-to-face meetings at the Government's facilities. These meetings, at a minimum will discuss:

7.1.1. New healthcare workers who have begun providing services since the last CSR. The Government continually evaluates each healthcare worker's (a) personal interaction skills with patients and other staff, (b) their demonstrated fluency in the English language and, (c) their demonstrated familiarity with the equipment, supplies and materiel commonly used in the work site. At this meeting, the Government shall inform the Contractor of any employee-related issues that require corrective action on the part of the Contractor.

7.1.2. Contract administration issues relative to the efficient operation of the clinical setting.

7.1.3. Contractor generated opportunities or innovations aimed at improving services.

7.1.2. Any other item to the mutual benefit of the Contractor and the Government.

7.2. The Contractor is advised that these meetings are strictly informational and will not change the terms and conditions of this delivery order or the basic contract. A Government contract can only be changed with a signed modification issued by the Contracting Officer.

7.3. The Government encourages Contractor's to institute probationary policies for new employees.

8. CREDENTIALING.

8.1. General Information.

8.1.1. Contractor employees shall not provide medical services until the candidate's credentials have been satisfactorily verified. The Government reserves the right to perform re-verification of credentials information. Therefore, the Navy considers the existence of Contractor employee within MTF who has not been approved by Professional Affairs to be a breach of contract. The Navy will make no payment for services resulting from services by such a Contractor employee. Shifts covered by such Contractor employees are furthermore considered uncovered. The Government additionally reserves the right to terminate this delivery order for Default and/or shall institute other appropriate contractual and/or legal remedies for failure to comply with the terms and conditions of this requirement.

8.1.2. The Government will not consider exceptions to the credentials review as defined by BUMEDINST 6320.66D and MTF instructions. The Contractor's failure to nominate individuals who do not meet the terms and conditions of this contract, including the requirements of BUMEDINST 6320.66D, shall not excuse non-performance of contract requirements. A copy of BUMEDINST 6320.66D may be obtained at <http://nmo.med.navy.mil/Files/Media/directives/6320-66d.pdf>

8.1.3. Any Contractor or Contractor employee under suspension due to an investigation at any facility or licensing agency shall not be permitted to provide service under this contract. The Contractor shall notify the COR within 24 hours of occurrence of suspension concerning itself of any of its employees. These individuals may only provide services after the Professional Affairs Division verifies, in writing, that they are acceptable.

8.1.4. The denial, suspension, limitation, or revocation of clinical licensure based upon Contractor employee impairment or misconduct shall be reported to the appropriate licensing authorities of the state in which the license is held.

8.1.5. The Government will appoint a member of MTF's Professional Affairs Division to assist the Contractor on all matters relating to credentialing. The Contractor shall appoint a member of its professional affairs or recruitment staff to coordinate the submission of credentialing information, assuring each file constitutes a complete, valid application for all healthcare workers. For those healthcare workers who currently have an IPF on file with the Government, the Contractor shall submit to the COR an updated Personal and Professional Information Sheet (PPIS) with a notation that an active IPF is on file. Generally, the Government defines the credentialing process as follows:

8.1.5.1 COR receives the credentialing package from the Contractor (Day 0).

8.1.5.2. COR reviews the package and (if complete) forwards it to the MTF's Professional Affairs Division, or notifies the Contractor of additional documentation required to complete the package, or returns the package to the Contractor (NLT Day 7).

8.1.5.3. If the package is complete and is forwarded to the MTF's Professional Affairs Division, credentialing action begins (Days 7-90). The MTF Professional Affairs Division will expedite credentialing actions as much as possible. The Contractor is directed to contact individual CORs at each MTF for the average expectation.

8.1.6. If a credentialing package is incomplete and returned to the Contractor or held by the COR pending receipt of additional information, the Contractor assumes full liability for filling or scheduling positions. Appropriate remedies will be instituted for vacancies.

8.1.7. Unless otherwise specified herein, the Government reserves the right to extend the credentials of a healthcare worker on a predecessor contract without a new or additional credentialing action. This extension may only occur (a) within the same command and, (b) when there is no increased clinical competency requirement of the healthcare worker and, (c) when there is no significant change in the scope of clinical practice of the healthcare worker and, (d) when there is no gap in performance between the contracts and, (e) when the healthcare worker has had acceptable performance evaluations.

8.1.8. Notwithstanding any actions taken or forbore by the Government's representative, the responsibility to provide fully qualified Contractor employees remains solely with the Contractor. Nothing herein shall limit the Commanding Officer's decision to deny clinical privileges to Contractor employees or to revoke clinical privileges already granted.

8.1.9. The MTF will retain the credentials documentation submitted for each healthcare worker within an official Individual Professional File (IPF) in accordance with JCAHO, MTF and, Bureau of Medicine and Surgery instructions and directives. The Contractor shall ensure that all documentation necessary to keep each individual file current is submitted to the MTF Professional Affairs Division for inclusion in each file.

8.1.10. The Contractor shall maintain a complete employment file for each Contractor employee during the life of this contract. This file shall contain, at a minimum, all the documentation submitted to the Government for each employee. This file and the documents therein shall be kept current and will be made available for Government inspection upon request.

8.2. For Positions Requiring Individual Credentials Files (ICFs).

8.2.1. Following award and prior to the start of services for each applicable healthcare worker under BUMEDINST 6320.66D and MTF instructions, the Contractor shall submit to the COR a completed Individual Credentials File (ICF). The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in BUMEDINST 6320.66D and subsequent revisions.

8.3. For Positions Requiring Individual Professional Files (IPFs).

8.3.1. Following award and prior to the start of services for each applicable healthcare worker under BUMEDINST 6320.66D and MTF instructions, the Contractor shall submit to the COR a completed Individual Professional File (IPF). The IPF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in BUMEDINST 6320.66D and subsequent revisions.

8.4. Qualifications Packages. RESERVED.

8.5. Interviews. The Government reserves the right to conduct interviews for healthcare workers proposed. If interviews will be required, specific information will be contained in the specific attachment to this delivery order.

9. GENERAL ADMINISTRATIVE/TRAINING DUTIES AND RESPONSIBILITIES APPLICABLE TO ALL HEALTHCARE WORKERS. The healthcare worker shall perform a full range of services on site using Government furnished facilities, equipment and supplies. Actual clinical activity will be a function of the overall demand for these services. All healthcare workers shall:

9.1. Participate in meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist. Should a meeting occur outside of scheduled working hours, the healthcare worker shall be required to read and initial the minutes of the meeting.

9.2. Participate in the provision of in-service training to members of the clinical and administrative staff on subjects germane to their specialties.

9.3. Demonstrate awareness and sensitivity to patient/significant others' rights, as identified within the institution.

9.4. Demonstrate awareness of legal issues in all aspects of patient care and unit function and strive to manage situations in a reduced risk manner.

9.5. Demonstrate appropriate delegation of tasks and duties in the direction and coordination of health care team members, patient care, and clinic activities and provide training and/or direction as applicable to supporting Government employees (i.e., opticians, optical technicians, hospital corpsmen, students, interns, residents, etc.) assigned to you during the performance of duties.

9.6. Maintain an awareness of responsibility and accountability for own professional practice.

9.7. Participate in continuing education to meet own professional growth.

9.8. Participate in health education.

9.9. Participate in clinical staff quality improvement/management functions to include participation in peer review and performance improvement activities.

9.10. Provide training and/or direction as applicable to supporting Government employees (i.e., opticians, optical technicians, hospital corpsmen, students, etc.) assigned to the health care worker during the performance of duties.

9.11. Provide timely documentation in the form of legible, accurate records/notes of the procedures performed and the care rendered to patients in accordance with the MTF requirements and professional standards.

9.12. Attend annual renewal of the following training requirements provided by the Government: family advocacy, disaster training, infection control, sexual harassment, bloodborne pathogens and fire/safety.

9.13. Participate in the implementation of the MTF's Family Advocacy Program as directed. Participation shall include, but not be limited to, appropriate medical examination, documentation and reporting.

9.14. Contribute to the safe and effective operation of equipment used in patient care within a safe working environment. This shall include safe practices of emergency procedures, proper handling of hazardous materials and maintaining physical security.

9.15. Comply with the HIPAA (Health Insurance Portability and Accountability Act) privacy and security policies of the treatment facility.

9.16. Undergo orientation, as appropriate to the position. Orientation may be waived for personnel who have previously provided service at the MTF. Orientations include initial training requirements (e.g. fire, safety, infection control, and family advocacy) and information systems orientation (including the Composite Health Care System (CHCS) and the Ambulatory Data System (ADS)). The Government reserves the right to adjust orientation schedules to meet mission and workload requirements. In addition, healthcare workers identified as CHCS Super-

users shall undergo additional training. Requirements for these CHCS Super-users will be specified in individual position specific statements of work.

9.17. Healthcare workers shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), Principles of Ethical Conduct for Government Officers and Employees, and shall also comply with Department of Defense (DOD) other government regulations implementing this Executive Order.

9.18. Healthcare workers shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by healthcare workers shall be registered with the base security service according to applicable directives. Eating by healthcare workers is prohibited in patient care areas/clinics and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

9.19. Healthcare workers ARE NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. Healthcare workers shall make no use of Government facilities or property in connection with such other employment.

9.20. While on duty, healthcare workers shall not advise, recommend, or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the healthcare worker when they are not on duty, or from a partner or group associated in practice with the Contractor, except with the express written consent of the Commanding Officer. The Contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

9.21. Healthcare workers shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. Healthcare workers shall display an identification badge, which includes the healthcare worker's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty.

9.22. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving, with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a healthcare worker has been engaged in use, possession, or trafficking of drugs, the healthcare worker may be detained for a limited period of time until he/she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a healthcare worker, the healthcare worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny clinical privileges as well as installation driving privileges. Implicit with the acceptance of this contract is the agreement by the healthcare worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

9.23. All financial, statistical, personnel, and technical data which are furnished, produced or otherwise available to the Contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the Contractor without prior written consent of the COR. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the COR before publication or dissemination.

9.24. The Contractor shall comply with applicable State and local laws, MTF instructions, policies and procedures.

9.25. Contractor personnel shall be subject to an automated data processing (ADP) background check in accordance with DoD Publication 5200.2-R. Personnel shall be required to complete the paper work necessary for the Government to complete this background check.

9.26. Healthcare workers shall become familiar with the Naval Medical Center formulary. Providers authorized to prescribe pharmaceuticals shall do so according to the availability of drugs listed therein. The Government reserves the right to substitute generic medications for those prescribed by the healthcare worker. Pharmaceuticals shall only be dispensed to authorized beneficiaries of the Military Health System. Unauthorized prescribing may be grounds for revocation of clinical privileges.

9.27. When required, to ensure completion of services that extend beyond the normal close of business, the healthcare worker will remain on duty in excess of the scheduled shift. The healthcare worker will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the healthcare worker and the workplace supervisor.

9.28. In the event that acuity and/or workload drops to a level that allows the Government to safely reduce staff levels, the Government reserves the right to re-assign healthcare workers to other Branch Clinics and Annexes of the Naval Medical Clinic, Pearl Harbor, commensurate with their skills, certifications, experience and qualifications. .

9.29. If the Government cannot reassign the healthcare worker, the Government will release that healthcare worker from duty, compensating the Contractor for 4 hours of compensated service (for 12 hour shifts) or 2 hours of compensated service (for 8 hour shifts).

9.30. If the healthcare worker declines a reassignment, there will be no reimbursement to the Contractor.

9.31. All healthcare workers shall adhere to infection control guidelines and practice universal precautions.

10. PERSONNEL QUALIFICATIONS THAT APPLY TO ALL HEALTHCARE WORKERS. The Contractor shall provide personnel having the minimum levels of education, training and experience. Basic qualification requirements are contained in this section. Additional qualifications specific to a particular labor category are contained in the applicable attachment and may include, but are not be limited to, experience, board certification, or other professional certifications appropriate to the particular labor category. Unique, position specific requirements are also provided in the applicable attachment. The following requirements apply to all individuals providing services under this contract:

10.1. Healthcare workers shall read, write, speak, and understand the English language fluently and maintain good communication skills with patients and other healthcare personnel.

10.2. Healthcare workers shall be physically capable of standing and/or sitting for extended periods of time and capable of normal ambulation.

10.3. Healthcare workers shall be eligible for U.S. employment. No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.

10.4. Healthcare workers shall represent an acceptable malpractice risk to the Government.

10.5. Healthcare workers shall maintain current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

11. REQUIREMENTS AND CLAUSES SPECIFIC TO THIS DELIVERY ORDER.

11.1. INSPECTION AND ACCEPTANCE

(a) The Contracting Officer's duly authorized representative, the Contracting Officer's Representative(s), will perform inspection and acceptance of services to be provided.

(b) For the purposes of this clause, the names of the Contracting Officer's representative(s) will be assigned in each individual Delivery Order issued.

(c) Inspection and acceptance will be performed at the locations listed in the position specific Statements of Work provided as attachments to this solicitation, or in subsequent Delivery Orders.

11.2. INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

(a) The Contractor shall submit invoices in quadruplicate with a copy of the applicable Material Inspection and Receiving Report, DD Form 250, signed by the cognizant Government representative, stating therein the name and title of the Government representative to whom delivery was made and the date of such delivery or period of performance.

(b) Invoices shall be submitted every two weeks to:

To be specified in individual Delivery Orders: Original and Three Copies

(c) The Government shall process invoices every two weeks for payment.

11.3. AWARDS. The Government intends to award Delivery Orders to each offeror selected for contract award. Delivery Orders will order the minimum quantity of services required from each awardee.

Awardees of Delivery Orders will be required to submit complete Credentialing Packages within 30 days following award. Failure to meet the 30-day requirement may result in termination of the Delivery Order. Additionally, failure to submit complete packages within 30 days following award may be considered as negative past performance information that may jeopardize the award of future Delivery Orders, and/or may result in termination of the Delivery Order.

11.4. COMMENCEMENT OF PERFORMANCE

Upon award, a Delivery Order will be transmitted to the Contractor on a DD Form 1155. Approved healthcare workers must begin performance no later than 30 days after execution of the Delivery Order by the Contracting Officer, unless otherwise mutually directed by the Government. If a healthcare worker cannot begin performance on the Delivery Order, the Contractor must notify the Contracting Officer immediately.

Failure to begin performance with the approved healthcare worker may result in termination of the Delivery Order. The Contractor may or may not be given the opportunity to propose a new healthcare worker. The Government reserves the right to terminate the Delivery Order for default if the Contractor fails to begin performance.

11.5. OMBUDSMAN. The ombudsman shall (a) review complaints from Contractors regarding the award of Delivery Order and (b) ensure that all Contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The Delivery Order ombudsman for this contract is the Navy Competition Advocate General. Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Command Competition Advocate at the Naval Medical Logistics Command before taking their complaints to the Navy Competition Advocate General. The Naval Medical Logistics Command's Competition Advocate can be reached at (301) 619-2158 or at the following address:

Naval Medical Logistics Command
ATTN: Executive Officer
1681 Nelson Street
Fort Detrick, MD 21702-9203
Fax Number: (301) 619-7430

11.6. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS. None of the services required by this Delivery Order shall be subcontracted to or performed by persons other than the Contractor or the Contractor's employees without the prior written consent of the Contracting Officer.

11.7. RESTRICTION ON THE USE OF GOVERNMENT-AFFILIATED PERSONNEL. Without the written approval of the Contracting Officer, the Contractor shall not use, in the performance of this Delivery Order, any U.S. Government employees or persons currently providing services on other Department of Defense contracts.

11.8. SUBSTITUTION OF PERSONNEL.

The Contractor agrees to initiate performance of each Delivery Order using only the healthcare worker(s) whose professional qualifications have been determined technically acceptable by the Government.

No personnel substitutions shall be made by the Contractor without the express consent of the Contracting Officer. All substitution requests will be processed in accordance with this clause. The government retains the right to terminate and re-compete a new Delivery Order.

No personnel substitutions shall be permitted during the period beginning with Delivery Order award and continuing through the first 30 days of performance, unless they are necessitated by a healthcare worker's unexpected illness, injury, death or termination of employment. Should one of these events occur, the Contractor shall promptly notify the Contracting Officer and provide the information required below, in writing.

All substitution requests must provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel. The Contractor shall also demonstrate that the substitute healthcare worker(s) possess professional qualifications that meet the minimum requirements in this Delivery Order and in the position specific Statement of Work contained in the Delivery Order. In addition, all substitution requests shall include a Certificate of Availability signed and dated by each proposed healthcare worker, and any other information identified by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the Contractor or the approval or disapproval thereof.

11.9. PERSONNEL QUALIFICATIONS. The Contractor is required to provide personnel having certain minimum levels of education, training and experience. Proof that offered candidates possess these qualifications must be provided with each Contractor's proposal for each Delivery Order. Unique (i.e. position specific) requirements are provided in the position specific Statements of Work furnished as attachments to this Delivery Order.

11.10. LIABILITY INSURANCE. Before commencing work under a contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

a. General Liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least: \$500,000 per occurrence.

b. Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of a least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

c. Worker's compensation and employer's liability. Contractors are required to comply with applicable Federal and State Workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contractor operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers, compensation to be written by private carriers.

11.11. NON-COMPETE CLAUSES

The use of non-compete agreements (to prevent loss of personnel by the contractor) effective only during the period of the delivery order is acceptable. However, the use of non-compete conditions in employment agreements that prevent employees of the incumbent from being employed, of accepting government employment, by the new contractor on a follow-on delivery order is unacceptable. It hinders the government's ability to accomplish the mission of providing medical care to beneficiaries. Inclusion of such conditions in an employee's employment agreement will result in an offeror's delivery order proposal being unacceptable. Awardees, and their subcontractors, may not include such conditions in employment agreements while performing any delivery order awarded under this contract.

11.12. CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through a date to be determined, but not exceeding 60 months from contract award, or until all maximum quantities have been delivered, whichever occurs first.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 100,000 hours per individual Line Item;

(2) Any order for a combination of items in excess of the maximum total requirements for this contract. (See Section B).

(c) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

ATTACHMENTS

001 PHYSICAL THERAPIST- SPECIFIC STATEMENT OF WORK

0001A PHYSICAL THERAPY PROCEDURES LISTING

002 PERSONAL QUALIFICATIONS SHEET-PHYSICAL THERAPIST

003 HEALTH CERTIFICATION

004 SECTION B PRICING SHEET

005 SUPPLEMENTAL PRICING WORKSHEET

006 PROOF OF US EMPLOYMENT ELIGIBILITY

007 PAST PERFORMANCE FORMAT

ATTACHMENT 001
PHYSICAL THERAPIST

1. SCOPE AND LOCATION. The healthcare worker provides PHYSICAL THERAPY services for the Naval Medical Clinic, Pearl Harbor, HI. Services shall be provided in the Branch Medical Clinic, Makalapa, HI, (1 FTE Physical Therapist), or associated Branch Medical Clinics/Annexes within a 25-mile radius of the Naval Medical Clinic. Scope of duties includes direct patient services with an emphasis on care continuity, return to wellness, health risk reduction, preventive care, patient/family education and assessment of patient compliance.

2. DUTY HOURS. The Government provides the information below as the Government's best estimate of the requirement for these services; however hours and frequency of service may vary as a result of patient demand, changes in schedules, and deployment of active duty providers. Unless otherwise described, specific schedules will be coordinated between the Contractor and the Government at least 30 days in advance.

BRANCH MEDICAL CLINIC, MAKALAPA, HI, (1 FTE Physical Therapist). The BMA is open from 0730 to 2000, Sunday through Saturday, including most Federal Holidays (The clinic is closed Christmas and Thanksgiving). Each Physical Therapist shall provide 804 hours of service per two week period. Shift lengths may be variable, from 8.5 hours (to include a .5 hour uncompensated lunch), to 9-12 hours (to include a 1 hour uncompensated lunch), to ensure shift coverage. Specific shift hours for each two week period shall be scheduled by the Commanding Officer or his/her representative one month in advance. Any changes in the schedule shall be coordinated between you and the Government. The Physical Therapist shall arrive for each scheduled shift in a well rested condition and shall have had at least six hours of rest from all other medical duties.

At the beginning and end of each duty day, and before and after services have been performed, contractor personnel shall sign in the time of arrival and sign out the time of departure on a log sheet maintained by the MTF. By the 24th date of each month, the provider/health care worker shall provide their MEPRS reports to his/her Department Head. Monthly morbidity reports shall be submitted by the 26th date of each month.

3. GENERAL DUTIES AND RESPONSIBILITIES. The health care worker shall perform services on site, using Government furnished facilities, equipment and supplies. Actual clinical performance will be a function of the Commanding Officer's credentialing process, the overall demand for Physical Therapy service. The health care worker is responsible for delivery of treatment within the personnel and equipment capabilities of the MTF, provision of mandated medical surveillances and preventive services, and the quality and timeliness of treatment records and reports required to document procedures performed and care provided. The health care worker shall maintain liaison with the department head per established command policies. Caseload includes scheduled and unscheduled requirements for care.

1. ADMINISTRATIVE AND TRAINING REQUIREMENTS. The health care worker shall:

1.1. Direct supporting government employees assigned to them during the performance of applicable Physical Therapy duties (i.e., Physical Therapy Assistants, hospital corpsmen, students, etc.). The health care worker shall be subject to guidelines set forth in the Command's quality assurance and risk management instructions. The health care worker shall perform limited administrative duties which include maintaining statistical records of workload, participating in education programs, preparing documentation according to workload reporting procedures, overseeing ordering of supplies, ensuring efficient inventory control, maintaining patient profiles and participating in clinical staff quality assurance functions as prescribed by the Commanding Officer.

1.2. Assist in administrative functions with regard to processing patients and patient results as directed, to include interfacing with patient management Composite Health Care Systems computer (CHCS) and Automated Data System (ADS). Additional duties include maintaining room supplies, department cleanliness and assisting with disposal of used supplies.

1.3. Evaluate and report all physical therapy evaluation results, insuring that all reports are legible and signed.

1.4. Assist in maintaining medical records, respecting confidentiality and standard MTF protocols.

- 1.5. Attend Composite Healthcare System (CHCS) training provided by the Government for a minimum of four (4) hours, and up to a maximum of 40 hours.
- 1.6. Attend all annual retraining classes required by this command, to include Basic Life Support Level C (BLS-C) Certification.
- 1.7. Contractor personnel shall be subject to an Automated Data Processing (ADP) background check in accordance with DoD Publication 5200.2-R. Personnel shall be required to complete the paperwork necessary for the Government to complete the background check.
- 1.8. Wear a beeper during clinic hours.
- 1.9. Code all visits by end of workday.
2. STANDARD DUTIES: The health care worker shall perform a full range of physical therapy procedures within the scope of clinical privileges granted by the Commanding Officer. Workload shall include, but not be limited to, those procedures identified in attachment XX. Caseload occurs as a result of scheduled and unscheduled requirements for care. Routine workload will be scheduled by the central appointments system and the Physical/Occupational Therapy Department. Primary workload is a result of appointments scheduled through the Physical Therapy/Occupational Therapy Department. Secondary workload is the result of consultation requests submitted to the Physical Therapy/Occupational Therapy Department by other Staff providers. The health care worker shall:
 - 2.1. Provide appropriate therapeutic procedures and provide a full range of therapy services on site in support of patient referrals from the following specialties: Orthopedics, General Medicine and Surgery, Primary Care Clinic, Rheumatology and other referrals approved by Department Head/Division Officer. As an ancillary support service, all patient contact and care rendered is expected to be safe and timely and result in achievement of realistic and documented treatment goals, and comply or satisfy the intent of the referring medical staff.
 - 2.2. Test and measure patient's strength, motor development, sensory perception, functional capacity, and respiratory and circulatory efficiency. Records findings to develop or revise treatment programs.
 - 2.3. Plan and prepare written treatment programs based on evaluation of patient data.
 - 2.4. Administer manual exercises to improve and maintain function.
 - 2.5. Instruct, motivate, and assist patient in performing various physical activities, such as nonmanual exercises, ambulatory functional activities, daily-living activities, and in use of assistive and supportive devices, such as crutches, canes, and prostheses.
 - 2.6. Administer treatments involving application of physical agents, using equipment such as hydrotherapy tanks and whirlpool baths, moist packs, ultraviolet and infrared lamps, and ultrasound machines. Evaluate effects of treatment at various stages and adjusts treatments to achieve maximum benefit.
 - 2.7. Administer massage, applying knowledge of massage techniques and body physiology. Administer traction to relieve pain, using traction equipment.
 - 2.8. Record treatment, response, and progress in patient's chart or CHCS.
 - 2.9. Instruct patient and family in treatment procedures to be continued at home. Evaluate, fit, and adjust prosthetic and orthotic devices and recommend modification as required
 - 2.10. Coordinate treatment with physician and other staff members to obtain additional patient information, suggest revisions in treatment program, and integrate physical therapy treatment with other aspects of the patient's health care.

- 2.11. Maintain department equipment and supplies.
- 2.12. Orient, instruct, and direct work activities of assistants, aides, students, etc.
- 2.13. Contact referring physicians regarding patient care concerns, as required.
- 2.14. Provide input and attend any meetings, rehabilitation team meetings, seminars and quality assurance meetings (during contracted hours) as required by the Department Head.
- 2.15. Provide documented treatment and discharge recommendations to members of the staff in routine, emergency and special cases as needed.
- 2.16. Provide periodic training/advice as required to promulgate the needs of the technicians.

3. PATIENT RECORDS AND DOCUMENTATION:

- 3.1. Maintain documentation of all treatment provided in accordance with clinic directives, and prepare such records and reports as may be required. All records and reports must be legible. Abbreviations must be only those listed in local instructions.
- 3.2. Verify the content and correctness of all prepared and transcribed reports within two working days by affixing an original signature to all copies of the document and validating its content or by computer input as appropriate.

4. INSTRUCTIVE FUNCTIONS

- 4.1. Support Occupational/Physical Therapy Technician(s) and provide training to patients and their families.

5. Other Duties:

- 5.1. Promote preventive care and health maintenance including annual physicals, positive health behaviors and self-care through both formal and individual education and counseling.
 - 5.2. Work as a member of a multi-disciplinary healthcare team. Delegate tasks and duties in the proper direction and coordination of healthcare team members, patient care and clinic activities.
 - 5.3. Promote preventive and health maintenance care, including annual physicals, positive health behaviors, and self-care skills through education and counseling.
 - 5.4. Maintain an awareness of responsibility and accountability for own professional licensure, credentials and certifications.
 - 5.5. Perform limited administrative duties which include maintaining statistical records of clinical workload, operate and manipulate automated systems such as Composite Health Care System (CHCS), Ambulatory Data System (ADS), participating in education programs and participating in clinical staff quality assurance functions and Process Action Teams, as prescribed by the Commanding Officer.
 - 5.6. Become familiar with, and demonstrate awareness of the Bylaws of the Medical Staff and the organizational and operational policies of the MTF, and comply therewith.
 - 5.7. Become familiar with the Department of Defense TRICARE Program and the methodology to function therein.
6. JCAHO requirements - Comply with the standards of the Joint Commission, applicable provisions of law and the rules and regulations of any and all governmental authorities pertaining to:
 - 6.1. Licensure and/or regulation of healthcare personnel in treatment facilities, and

6.2. The regulations and standards of professional practice of the treatment facility, and

6.3. The bylaws of the treatment facility's professional staff.

7.0. SPECIFIC MINIMUM REQUIRED PERSONNEL QUALIFICATIONS FOR PHYSICAL THERAPISTS.

In addition to those personnel requirements both contained herein and in the basic contract, healthcare workers providing services under this contract shall:

7.1. Possess a Bachelors Degree or Masters of Science Degree in Physical Therapy from a college of Physical Therapy accredited by the American Physical Therapy Association, or a Bachelors of Science Degree with Certificate.

7.2. Have at least two years post graduate experience as a physical therapist within the preceding five years.

7.3. Possess a current, unrestricted license to practice physical therapy in any one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands. You are responsible for complying with all applicable state licensing regulations.

7.4. Provide three letters of recommendation from physical therapy supervisors, physicians or hospital administrators attesting to your ability, skills and knowledge. Reference letters must include name, title, phone number, date of reference, address and signature of the individual providing reference. Letters of reference must have been written within the preceding 2 years.

5.5. Represent an acceptable malpractice risk to the Navy.

5.6. U.S. employment eligibility per Attachment ##. Please provide copies of supporting documentation.

5.7. Submit your experience as demonstrated by your resume.

0001A PHYSICAL THERAPY PROCEDURES

Provide examination, consultation, evaluation, and treatment of patients with neuromusculoskeletal symptoms referred by other health care practitioners

Tests, therapies, and procedures:

- Tests of strength, balance, coordination, endurance, and gait
- Gait training
- Phonophoresis
- Electrotherapy
- Iontophoresis
- Thermal therapy
- Cryotherapy
- Exercise therapy
- Range and quality of motion
- Hydrotherapy including superficial wound debridement and dressing changes
- Activities of daily living
- Response to electrical current
- Fitting and fabrication of prosthetics, orthotics, supports, splints, and orthoses
- Manual therapy to periphery

PHYSICAL THERAPY – ADDITIONAL PROCEDURES

- Perform initial evaluation and treatment of patients with neuromusculoskeletal symptoms without physician referral (patient to be referred to a physician if no improvement in 2 weeks)
- Refer patients to physicians or other health care practitioners
- Request appropriate diagnostic radiologic studies (to be interpreted by a radiologist or orthopedist)
- Request appropriate diagnostic laboratory studies; e.g., complete blood count, urinalysis, and lipids (to be interpreted by a medical officer)
- Prescribe aspirin, tylenol, parafon forte, robaxin, and designated nonsteroidal anti-inflammatory drugs (to be filled only at the facility's pharmacy)
- Authorize binnacle list (sick list) not to exceed 72 hours
- Authorize light duty restrictions not to exceed 2 weeks
- Perform and provide an impression of electroneuromyo-graphic examination upon physician referral
- Apply manual therapy to spinal joints
- Pediatric neuromusculoskeletal development evaluation and treatment
- Developmental pediatrics
- Neonatal intensive care

002 PERSONAL QUALIFICATIONS SHEET- PHYSICAL THERAPIST

1. Every item on the Personal Qualifications Sheet must be addressed. Please sign and date where indicated. Any additional information required may be provided on a separate sheet of paper (indicate by number and section the question(s) to be addressed).
2. The information you provide will be used to determine your acceptability. In addition to the Personal Qualifications Sheet, please submit three letters of recommendation as described in Item VI. of this sheet, a and copy of your curriculum vitae or resume.
3. After contract award, all of the information you provide will be verified during the credentialing process. At that time, you will be required to provide the following documentation verifying your qualifications: Professional Education Degree, Professional Licensure, Release of Information, Personal and Professional Information Sheet, all medical licenses held within the preceding 10 years, continuing education certificates, and employment eligibility documentation. If you submit false information, your contract may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that your are no longer eligible for future Government contracts.
4. Health Certification. Individuals providing services under Government contracts are required to undergo a physical exam 60 days prior to beginning work. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, you have acknowledged this requirement.

5. Practice Information:

	Yes	No
1. Have you ever been the subject of a malpractice claim? (indicate final disposition of case in comments)	___	___
2. Have you ever been a defendant in a felony or misdemeanor case? (indicate final disposition of case in comments)	___	___
3. Has your license to practice or DEA certification ever been revoked or restricted in any state?	___	___

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 1 and 2 above, and the State of the revocation for number 3 above.

PRIVACY ACT STATEMENT

Under 5 U.S.C. 552a and Executive Order 9397, the information provided on this page and the Personal Qualifications Sheet is requested for use in the consideration of a contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract.

_____ (mm/dd/yy)
 (Signature) (Date)

Personal Qualifications Sheet – Physical Therapist

I. General Information

Name: _____ SSN: _____
Last First Middle

Address: _____

Phone: () _____

II. Professional Education:

Physical Therapy Degree from: _____
(Name of accredited School and location)

Date of Degree: _____ (mm/dd/yy)

III. Professional Licensure (Physical Therapy License must be current and valid):

_____ (mm/dd/yy)
State Date of Expiration

IV. Professional Employment: List your current and preceding employers.

Name and Address of Present Employer From To

(1) _____

Work Performed: _____

Names and Addresses of Preceding Employers

From To
(2) _____

Work Performed: _____

From To
(3) _____

Work Performed: _____

Are you are currently employed on a Navy contract? If so where is your current contract and what is the position? ____
When does the contract expire? _____

V. Continuing Education:

Title of Course Course Dates CE Hrs

VI. Professional References:

Provide three letters of recommendation from physical therapy supervisors, physicians or hospital administrators attesting to your ability, skills and knowledge. Reference letters must include name, title, phone number, date of reference, address and signature of the individual providing reference. Letters of reference must have been written within the preceding 2 years.

VII. Additional Medical Certifications or Licensure (Include subspecialty certifications)

Type of Certification or License and Date of Certification or Expiration

VIII. Basic Life Support Certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent. This training and certification will be provided by the Navy.

Training Type listed on Card: _____
Expiration Date: _____ (mm/dd/yy)

IX. Employment Eligibility (Provide copies of supporting documentation):

	Yes	No
Do you meet the requirements for U.S. Employment Eligibility contained in Section V?	_____	_____

X. I hereby certify the above information to be true and accurate:

_____ (mm/dd/yy)
(Signature) (Date)

4. Each healthcare worker shall obtain, at Contractor expense, within 60 days prior to start of services, a statement from the healthcare worker's physician or a report of a physical examination indicating that the healthcare worker is free from mental or physical impairments which would restrict the healthcare worker from providing the services described herein. Healthcare workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information: "Having performed a physical examination on the person named below on (insert date), the following findings are true and accurate:

4.1. (Name of healthcare worker) is suffering from no physical disability which would restrict him/her from providing services as a (specialty).

4.2. (Name of healthcare worker) is not suffering from tuberculosis, hepatitis, sexually transmitted or other contagious diseases which restricts them from providing services as a (specialty). (Name of healthcare worker) has had a current (within 6 months) TB skin test (mantoux) reading or if a known reactor, an evaluation indicating no active disease.

4.3. (Name of healthcare worker) is considered free from Hepatitis B infection on the basis of having (circle the applicable number):

4.3a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,

4.3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,

4.3c. Provided documentation of the healthcare worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindication only), or,

4.3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

4.4. (Name of healthcare worker) is considered to have evidence of immunity to Measles, Mumps and Rubella (MMR) by either (circle one): positive antibody titer, evidence of MMR immunization or, documentation of physician-diagnosed MMR.

4.5. (Name of healthcare worker) shows evidence of immunity to varicella by either (circle one): positive antibody titer; evidence of varicella immunization; or a statement of history of chicken pox.

(Signed)

Examining Physician

Examining Physician Information:

Name:

Address:

Telephone: _____ Date: _____

5. Except as provided in paragraph herein, no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the Contractor at no additional expense to the Government.

5.1. Further, healthcare workers shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, performance improvement, or privileging purposes. These examinations will be provided by the Government. If the Contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government. Additionally the healthcare worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. This vaccine will be provided by the Government. Although this vaccine will be provided by the Government, it may be obtained at other facilities with the cost being borne by the healthcare worker. Unless vaccinated by the Government, the healthcare worker shall be required to show proof of the vaccination. If the healthcare worker chooses to be immunized by the Government, they shall be required to sign a waiver in accordance with MTF rules and regulations. If the healthcare worker declines the immunization, they must provide documentation of the waiver, which declines the influenza vaccine (declination on the basis of religious convictions or medical contraindications only).

5.2. For individuals who do not show a positive antibody titer after immunization and appear to have a “non-immune” status, that employee must report varicella exposure to the COR and, in accordance with Centers for Disease Control Recommendations, may need to be removed from patient care duties beginning on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days). In this instance, personnel under this agreement who accrue leave will be considered to be in a leave status; all other personnel must be replaced during this period to ensure maintenance of contractually required coverage.

5.3. On an annual basis, healthcare workers must provide a current Purified Protein Derivative (PPD) reading or an evaluation if they are a known PPD reactor. The Contractor is responsible for any expenses incurred for required testing.

5.4. The management of HIV positive healthcare workers shall be consistent with current Center for Disease Control Guidelines (CDC) guidelines and Section 503 of Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).

ATTACHMENT 004
SECTION B PRICING SHEET

<u>SIN</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>LOT 1 (For Services from 1 July 2004 through 30 September 2004)</u>				
SIN 035	PHYSICAL THERAPIST SERVICES	528	\$ /hr	\$
<u>LOT 2 (For Services from 1 October 2004 through 30 September 2005)</u>				
SIN 035	PHYSICAL THERAPIST SERVICES	2088	\$ /hr	\$
<u>LOT 3 (For Services from 1 October 2005 through 30 September 2006)</u>				
SIN 035	PHYSICAL THERAPIST SERVICES	2080	\$ /hr	\$
			TOTAL PRICE	\$

ATTACHMENT 005
 SUPPLEMENTAL PRICING WORKSHEET

A. SUPPLEMENTAL PRICING INFORMATION

Physical Therapist	Minimum Compensation for Physical Therapist	Average Compensation for Physical Therapist
Hourly Rate (direct compensation) to the healthcare worker		
Fringe Benefits* (expressed only in dollars and cents)		
Total Hourly Compensation to the healthcare worker		

*Fringe Benefits include non-cash compensation provided to employees (including that necessary to comply with Department of Labor compensation requirements), such as 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowances. On an attached page, provide any other fringe benefits offered but not included in the fringe benefit rate above. Specify and describe the value of these benefit(s). On an attached page, provide any notes regarding source information used to develop these rates.

B. SUPPLEMENTAL FSS/VA SCHEDULE PRICING INFORMATION. Provide the following regarding the schedule under which this requirement is being proposed.

Labor Category	Maximum Price Allowable under FSS/VA 621-1 for the Labor Category	Proposed Discount (expressed as a %)	Notes/Comments
Physical Therapist			

 Signature

 Title

 Organization

 Date

ATTACHMENT 006
PROOF OF US EMPLOYMENT ELIGIBILITY

Employment Eligibility: Provide the documentation (as shown in the Attachment herein) that demonstrates that the healthcare worker meets the requirements for U.S. Employment Eligibility. If not, provide an explanation. A healthcare worker will not be employed in violation of the Immigration and Naturalization laws of the United States.

LISTS OF ACCEPTABLE DOCUMENTS
EITHER SUBMIT ONE DOCUMENT FROM LIST A
OR SUBMIT ONE FROM LIST B AND ONE FROM LIST C
LIST A
(Documents that Establish Both Identity and Employment Eligibility)

1. U. S. Passport (unexpired or expired)
2. Certificate of U. S. Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)
6. Unexpired Temporary Resident Card (INS Form I-688)
7. Unexpired Employment Authorization Card (INS Form I-688A)
8. Unexpired Reentry Permit (INS Form I-327)
9. Unexpired Refugee Travel Document (INS Form I-571)
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-698B)

LIST B
Documents that Establish Identity

1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address

LIST C
Documents that Establish Employment Eligibility

1. U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)

PROOF OF U.S. EMPLOYMENT ELIGIBILITY
(CONTINUED)

2. ID card issued by federal, state or local government agencies of entitles provided it contains a photograph or information such as name, date of birth, sex height, eye color, and address

3. School ID card with a photograph

4. Voter's registration card

5. U.S. Military card or draft record

6. Military dependant's ID Card

7. U.S. Coast Guard Merchant Mariner Card

8. Native American tribal document

9. Driver's license issued by a Canadian government authority
For persons under age 18 who are unable to present a document listed above;

10. School record or report card

11. Clinic, doctor, or hospital record

12. Day-care or nursery school record

2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)

3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal

4. Native American Tribal document

5. U.S. Citizen ID Card (INS Form I-197)

6. ID Card for use of Resident Citizen in the United States (INS Form I-179)

7. Unexpired employment authorization document issued by the INS (other than those listed under List a).

ATTACHMENT 007
 PAST PERFORMANCE FORMAT

Ref	Number of HCWs (by FTE)	Types of HCWs	Location of Services	Start Date	End Date	Name. Telephone number, email address of verified point of contact
1						
2						
3						
4						
5						