

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF HEALTH

**STANDARD CONTRACT**

**Contract Number: 517-13-502**

This contract entered into this 1<sup>st</sup> day of July, 2012, by Lord Fairfax EMS Council, Inc. hereinafter called the "CONTRACTOR" and Commonwealth of Virginia, Department of Health, Office of Emergency Medical Services called the "PURCHASING AGENCY".

WITNESSETH that the CONTRACTOR and the PURCHASING AGENCY, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The CONTRACTOR shall provide the services to the PURCHASING AGENCY as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From July 1, 2012 through June 30, 2013

The contract documents shall consist of:

- (1) This signed form;
- (2) The attached purchasing description which consists of:
  - (a) The Scope of Work,
  - (b) The General Terms and Conditions,
  - (c) The Special Terms and Conditions
  - (d) Method of Payment and Pricing Schedule, all of which document are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**CONTRACTOR:**

**PURCHASING AGENCY:**

By: \_\_\_\_\_  
Jon Henschel

By: \_\_\_\_\_  
Karen Remley, MD, MBA, FAAP

Title: Board President, LFEMS EMS Council, Inc.

Title: Commissioner, Virginia Department of Health

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EIN: \_\_\_\_\_

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

I. **PURPOSE:** The intent and purpose of this contract is to establish an agreement with a qualified vendor to provide technical assistance and services to the Virginia Department of Health, Office of Emergency Medical Services (OEMS), an agency of the Commonwealth of Virginia to provide services as a regional EMS council at the regional level. This will also allow for greater access to services by providers and agencies within the regional communities. The state designated Regional Emergency Medical Services Councils are more familiar with EMS providers, agencies, EMS physicians, nurses and other contributors within their designated service area and can provide the most appropriate services to meet the needs of their communities.

II. **BACKGROUND:** In accordance with § 32.1-111.11 of the Code of Virginia, the CONTRACTOR must be designated by the Virginia Board of Health as a Regional Emergency Medical Services Council, which shall be authorized to receive and disburse public funds; develop and implement a regional emergency medical services delivery system; implement and revise, as needed, a regional emergency medical services plan in cooperation with the Virginia Board of Health; and required to match state funds with local funds obtained from private or public sources in the proportion designated by regulations of the Virginia Board of Health. The CONTRACTOR shall comply with all provisions of the Virginia Emergency Medical Services Regulations, referenced Guidelines and Procedures, Administrative Policy and Procedures, and related Health Laws of Virginia

### III. **SCOPE OF SERVICES:**

#### A. ***REGIONAL INFRASTRUCTURE***

1. Regional EMS Council Office: The CONTRACTOR shall maintain a business office within the service delivery area that is open and staffed during normal business hours, Monday through Friday, 9:00 a.m. through 5:00 p.m. Alternate office hours must be approved in writing by OEMS, prior to execution of this contract. Any such alternative office hour proposal shall describe in detail the hours and manner in which the office shall be staffed, as well as conspicuous posting to the CONTRACTOR website and office.

2. Continuity of Operations Plan: The CONTRACTOR will develop, following a standard planning template, a Continuity of Operations/Business Recovery (COOP) Plan that will address the following business issues:

- a. Identification of all Business Functions.
- b. Addressing essential business functions.
- c. Identification of essential staff.
- d. Employee cross training for essential business functions.
- e. Protection of vital systems and historical records.
- f. Securing of alternate work locations.
- g. Reconstruction of the Business after an Emergency
- h. Annual Testing, training, and exercising of the plan to include submitting an after action report to OEMS with their next quarterly report.

This plan will be reviewed and revised, as needed, annually by the CONTRACTOR and an updated copy of the plan with revisions sent to OEMS with the CONTRACTOR'S second quarter report, including proof of review and approval by the CONTRACTOR'S Board of Directors reflected in board meeting minutes submitted for that quarter.

3. Employee Qualifications and Performance: For all positions which are funded in full or in part by the Office of EMS, a copy of the position description shall be provided to OEMS in the first quarterly report. The CONTRACTOR shall provide the OEMS any changes to a position description within 30 calendar days of the effective date. Position Descriptions shall include:

- a. Position title
- b. Responsibilities/Duties
- c. Number of hours per week worked
- d. Percentage of work time allocated to the contract

- e. Line of Supervision
- f. Education/Training Requirements
- g. Work Experience/Qualifications

**4. Position Vacancy:** The CONTRACTOR must notify OEMS within five (5) business days when a vacancy occurs in any position(s) funded in whole or in part by this contract, and when said vacancy (ies) is/are filled. If a position(s) remains vacant for more than 45 calendar days for the Executive Director, and 30 calendar days for all other staff, funding for the position(s) will be prorated as liquidated damages and adjustments will be made to future payments under said contract. A position is not considered filled until the employee begins their first day of work.

**5. Organizational Information:** In the first quarter report, the CONTRACTOR shall provide OEMS with the following information:

- a. An agency wide organizational chart, including all staff employed by the organization, including staff not allocated to tasks related to this contract.
- b. Names of all the members of the organization board of directors.
- c. Provide a list of board members paid any salary or hourly pay, contractual, stipend or honorarium with contract expenses, for duties they may provide to the council, i.e. a board member receiving a stipend for serving as treasurer for the CONTRACTOR Board of Directors.
- d. Disclosure of board members, director, employees, or other staff relationships to any provider of service or entity regulated by OEMS.

**6. Documentation and Reporting:** The CONTRACTOR shall submit all documentation and reports to the OEMS through the contract administrator in the time frame and method specified.

a. The CONTRACTOR shall include the OEMS and the EMS Program Representative(s) within their designated service area in all major correspondence from the CONTRACTOR to EMS agencies, providers, hospitals or localities within the service area. Major correspondence is described to be any item that is critical to the mission of the Regional EMS Council or the contractual obligations of the Regional EMS Council, and/or essential to the policies, protocols, and/or training and education related to the provision of pre-hospital care in the region.

b. The CONTRACTOR shall provide a copy of the annual audited financial report for the previous fiscal year no later than December 31 of the contract year. Audited financial statements shall be prepared in accordance with generally accepted accounting principles.

c. Program reports shall be developed and provided to the CONTRACTOR'S Board of Directors, and other interested parties on a quarterly basis, reflecting progress related to the CONTRACTOR'S annual work plan. Reports shall be submitted to the OEMS utilizing the OEMS reporting template (or alternate format as approved in writing by OEMS), and utilizing an appropriate electronic format no later than 30 days after the last day of each quarter.

d. The CONTRACTOR shall also submit a final annual report. The final annual report shall contain a concise narrative description of activities, achievements, completed objectives and explanations for failure to achieve any objectives, based on the Regional Strategic Plan submitted in the previous fiscal year. The final annual report shall also include a report of all unexpended funds and documentation of satisfaction of matching funds requirement (25% match required for state monies, as stipulated in 12VAC5-31-2710(C) of Virginia EMS Regulations). The final report shall define the source and amount of matching funds. This report shall be submitted with the CONTRACTOR'S second quarterly report, with proof of review and approval by the CONTRACTOR'S Board of Directors reflected in board meeting minutes submitted for that quarter.

e. The CONTRACTOR shall post the draft minutes from every meeting of the governing board and all standing committees to their respective web site within 30 days, and final minutes within 10 days of approval, redacting appropriate sections of minutes of meetings where sensitive information (ex. Patient care call review) is discussed. The CONTRACTOR will provide OEMS with meeting minutes by utilizing an appropriate electronic format in the appropriate quarterly report.

f. The CONTRACTOR shall provide the OEMS a current roster of all committee/sub regional unit members. This information shall be updated yearly during the first quarter by utilizing an appropriate electronic format and updated quarterly with any changes in committee membership or structure.

g. Notwithstanding sections e. and f. above, each subcommittee listed as such by the CONTRACTOR shall meet on a quarterly basis, and report agendas, rosters of attendees, and meeting minutes as prescribed in this contract. CONTRACTOR shall obtain written approval from Purchasing Agent for subcommittees that are determined to meet on a less frequent basis (semi-annual, annual or as needed basis).

h. The CONTRACTOR shall provide the OEMS with all current organizational policies, by-laws, and procedures. This information shall be updated annually and reported in the second quarterly report. The CONTRACTOR shall submit to the OEMS an updated copy in an electronic format of any changes or updates, and shall be submitted with the CONTRACTOR'S appropriate quarterly report, with proof of review and approval by the CONTRACTOR'S Board of Directors reflected in board minutes submitted for that quarter.

i. Provide quarterly financial statements of revenue and expenditures for all funds related to this contract.

7. Fees: The CONTRACTOR may charge fees commensurate with actual costs for the provision of specific projects required by the contract, i.e. workshops, etc.

8. State Committee Responsibilities: The CONTRACTOR shall have representation (executive director, board member, staff or other), unless excused by the Chairperson, at each of the scheduled meetings of the:

- a. Regional EMS Council Executive Directors Group
- b. State EMS Advisory Board.
- c. Assigned state committees, workgroups, and taskforces.

This information should be reported in the appropriate quarterly report.

## **B. REGIONAL MEDICAL DIRECTION**

### **1. Regional Medical Director**

a. The council shall develop a Scope of Services for the Regional Medical Director (RMD) that is consistent with responsibilities listed under the Virginia EMS Regulations 12 VAC 5-31-1890.

b. The CONTRACTOR shall provide OEMS with a signed copy of the current RMD contract in the First Quarter of the contract year, with proof of review and approval by the CONTRACTOR'S Board of Directors reflected in board minutes. Any revised contracts shall be submitted to OEMS within 30 calendar days of the change, with proof of review and approval by the CONTRACTOR'S Board of Directors reflected in board minutes.

### **2. Regional Medical Protocols**

a. The CONTRACTOR shall review on an annual basis, and revise triennially, or as necessary, the BLS and ALS Regional Medical Protocols for all levels of EMS Certification. This information shall be updated yearly in the fourth quarter report, with proof of review and approval by the CONTRACTOR'S Board of Directors reflected in board minutes submitted for that quarter. All regional protocols shall be posted on the CONTRACTOR'S Web site upon implementation.

b. The CONTRACTOR shall revise the title for each protocol within its regional patient care protocols to match the protocol names in the Virginia Pre-Hospital Information Bridge (VPHIB) version three Data Dictionary (VAV3), based on the National EMS Inform. The list of VAV3 patient care protocols can be located on the VPHIB Support Suite at <http://oemssupport.kayako.com/>. If the CONTRACTOR should need additional protocol titles created it will submit the protocol needing an additional title to the OEMS via the VPHIB Support Suite. The OEMS will create the title name and notify the CONTRACTOR within 10

working days. The contract shall complete the revisions, communicate the changes to the EMS agencies within its region, and provide evidence of completion in the fourth quarter report.

c. The CONTRACTOR shall provide OEMS with an electronic copy of any revised BLS and ALS Regional Medical Protocols for all levels of EMS certifications. This information shall be updated in the fourth quarter report.

d. The CONTRACTOR shall notify the EMS providers, EMS agencies, EMS physicians, local governments and hospitals located in the service delivery area that the regional protocols are posted on the CONTRACTOR'S Web site. This information shall be updated yearly in the fourth quarter report.

e. The CONTRACTOR shall distribute the regional protocols as necessary to all EMS providers, EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area. This information shall be updated yearly in the fourth quarter report.

### **3. Regional EMS Supplies Restocking Program**

a. The CONTRACTOR shall update and revise as necessary and publish a regional EMS supplies restocking program. The program shall describe the region's restocking arrangement between the hospitals and agencies in the service delivery area. This information shall be updated yearly in the third quarter report.

b. The CONTRACTOR shall provide OEMS with a copy of the program guidelines, with proof of review and approval by the CONTRACTOR'S Board of Directors reflected in submitted board minutes and reported in the third quarter report.

### **4. Regional Medication Exchange Program**

a. The CONTRACTOR shall review and revise as necessary and coordinate a medication exchange program for the hospitals and EMS agencies located in the service delivery area. This information shall be updated yearly in the third quarter report.

b. The CONTRACTOR shall provide OEMS with a copy of the program, or other records and proof of review and approval by the CONTRACTOR'S Board of Directors reflected in submitted board minutes. This information shall be updated yearly in the third quarter report.

## **C. REGIONAL PLANNING**

### **1. Regional EMS Plan**

a. The CONTRACTOR shall review annually and revise triennially, or as needed, the Regional Strategic EMS Plan as necessary, using templates provided by OEMS. It is expected an integrated planning approach will be utilized that involves the use of the CONTRACTOR'S board of directors, committee(s), a small task force, and/or staff persons to develop the plan. The CONTRACTOR will develop and review, as necessary the Regional EMS Plan. This information shall be updated yearly in the third quarter report. The CONTRACTOR must demonstrate the plan includes, but is not limited to:

(1) Review of the mandates given the Regional EMS Councils in the *Code of Virginia*.

(2) Analysis of the strengths, weaknesses, opportunities and threats (SWOT) of the regional EMS system.

(3) Translate the work of the planning committee into a vision for the region.

(4) Create a mission statement that briefly describes why the Regional EMS Council exists.

(5) List at least four core strategies with strategic initiatives that will help accomplish the vision and mission.

(6) If no changes, a copy of CONTRACTOR board of directors' minutes must reflect the review and approval of the plan.

b. The CONTRACTOR shall provide OEMS with the revised Regional EMS Plan electronically, with the Fourth quarterly report.

c. The CONTRACTOR shall notify the EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area and OEMS that the Regional EMS Plan is posted on the CONTRACTOR'S Web site; this should be accomplished upon completion of the Plan. This information shall be included in narrative form in the appropriate quarterly report.

d. The CONTRACTOR will distribute the plan to all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area. This information shall be included in narrative form in the appropriate quarterly report.

## **2. Regional Stroke Triage Plan**

a. The CONTRACTOR will develop a Regional Stroke Triage Plan:

(1) Regional stroke triage committee shall be created, and shall represent participants from aspects of the EMS response. The active committee composition shall include, but not be limited to:

(a) A member of each designated stroke center program within the region, if there are no designated stroke centers within the region, a member of the region's primary designated stroke center shall be substituted.

(b) The committee shall also include representatives from a non-stroke designated hospital from throughout the region.

(c) An operational medical director from an EMS agency that operates and is located within the regional service area.

(d) EMS providers representing each of the following: an air medical agency, fire based service, career, and volunteer services from throughout the region.

(e) Rosters, agendas, and minutes of regional stroke committee meetings shall be submitted in the appropriate quarterly report.

(2) The Regional Stroke Triage Plan shall follow the 2009 version of the Commonwealth's Pre-hospital and Inter-hospital State Stroke Triage Plan and include the following as appendices to reflect the capabilities of the Regional EMS System:

(a) A "field triage decision scheme" based on the state field decision scheme that assists individual EMS providers with transport destination decision making guidance, and is included in Regional Medical Protocols.

(b) Consideration of medevac utilization for acute stroke patients.

(c) Stroke center descriptions (names and location)

(3) The revised Regional Stroke Triage Plan shall be submitted to OEMS with the second quarter report. Approved plans and protocols will be required to be posted and notifications made as listed in item 4 below.

(4) The CONTRACTOR shall notify all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area that the stroke triage plan has been developed and post the stroke triage plan and any pertinent medical protocol(s) conspicuously on the regional council's web site. The CONTRACTOR will make a copy of either revised document available upon request in either printed, floppy disks, or CD forms.

**3. Regional EMS MCI (Disaster/WMD)/Medical Surge Plan** - Regular Attendance MCI Planner – The CONTRACTOR regularly hosts/attends meetings to collect and/or share information, but has no primary responsibility for research design, implementation, coordination, distribution, and update/review.

a. The CONTRACTOR shall provide OEMS with copies of all meeting agendas, attendance records, minutes, and other documentation showing participation and accomplishments in reviewing, revising and updating Regional EMS MCI Plans with proof of review and approval by the CONTRACTOR'S Board of Directors reflected in submitted board minutes.

b. The CONTRACTOR shall provide OEMS with the reviewed and/or revised Regional EMS MCI (Disaster/WMD) Plan, electronically, with the Third Quarter report.

c. The CONTRACTOR shall notify all EMS agencies, local governments, EMS physicians, regional medical control center(s) and hospitals within its service delivery area by in the Third Quarter that the Regional EMS MCI (Disaster/WMD) Plan is posted on the CONTRACTOR'S Web site.

d. The CONTRACTOR will distribute the plan to all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area by using printed materials, disks, CD or other media in the third quarter. The CONTRACTOR will also send a copy of the printed materials, disks, CD or other media to OEMS with the Third Quarter report.

e. The CONTRACTOR will be required to provide evidence of development and execution of an exercise every two years that test at least one aspect of the plan. This will be reported to OEMS in the Third Quarter report of the year it is tested.

f. The CONTRACTOR shall submit an after action report in a format provided by OEMS within thirty (30) days following an event that requires activation of the EMS MCI plan or the Regional Surge plan

**4. Hospital Diversion Planning** - The CONTRACTOR shall attend and actively participate in regional hospital diversion planning or similar meeting(s) and provide a copy of minutes and/or a written report as part of their quarterly reports as required by this contract.

a. The CONTRACTOR shall review annually and revise triennially, or as needed, the Regional EMS Hospital Diversion Plan, giving all EMS agencies, hospitals, and stakeholders the opportunity to participate in the review process.

b. The CONTRACTOR shall provide OEMS with the revised Regional EMS Hospital Diversion Plan electronically, with proof of review and approval by the CONTRACTOR'S Board of Directors reflected in board minutes submitted, in the third quarter report.

c. The CONTRACTOR shall notify the EMS agencies, local governments, EMS physicians, regional medical control center(s) and hospitals within its service delivery area that the plan is posted on the CONTRACTOR'S Web site in the third quarter

d. The CONTRACTOR will distribute the plan to all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area by using printed materials, disks, CD or other media The CONTRACTOR will also send an electronic copy of any revisions to the plan to OEMS with the third quarter report.

**5. Pandemic and Continuity of Operations Planning** - The CONTRACTOR shall encourage and assist EMS agencies within their region in the development of a plan of action for the H1N1 flu pandemic, and other pandemic events as declared by the Governor of Virginia. The CONTRACTOR shall serve as a conduit of information for the planning and response related to a pandemic event. Information must be consistent with CDC and VDH guidelines which will be disseminated by the Office of EMS. Further, the regions shall report information to OEMS and/or regional EP&R planner related to unmet needs, planning activities, or actual incidents and responses related to pandemic events. The CONTRACTOR shall encourage and assist those agencies in the development of a plan and procedure for the continuation of operations, in the event of a cessation or reduction of services by that EMS agency.

## **D. REGIONAL COORDINATION**

### **1. Regional Information and Referral**

a. The CONTRACTOR shall provide assistance regarding EMS issues to any EMS providers, EMS agencies, hospitals, other health care providers, public safety officials or the general public located in the service delivery area as necessary.

b. The CONTRACTOR shall maintain an interactive Web site and shall update the Web site within seven days of information changes. The CONTRACTOR shall post on their Web site at a minimum all plans, protocols and other relevant documents as required in this contract.

**2. Regional General EMS Performance Improvement (PI) Program** also referred to as Quality Assurance, Quality Improvement, and Quality Management.

a. The CONTRACTOR shall maintain and revise as needed to reflect current practice, a region wide EMS Performance Improvement Plan (PIP) for general EMS responses. The plan shall be submitted to OEMS no later than October 31st of the contract year and be demonstrable of the PI process that is currently being used, and shall be used throughout the contract year, with proof of review and approval of the plan by the CONTRACTOR'S Board of Directors reflected in board minutes submitted. . If revisions have been made to the plan being submitted to OEMS, the revisions that have been made shall be made clear by the CONTRACTOR to the OEMS. The EMS PIP shall include, but not be limited to the following:

b. An outline of an organized PI program to examine the care of pre-hospital patients. The plan shall include a demonstrable process that is capable of continuously:

- (1) Monitoring/assessing adherence to regional patient care protocols
- (2) Monitoring/assessing EMS system issues
- (3) Identification of the educational needs of EMS providers in the region
- (4) Identification of methods that shall be used to resolve issues identified through the PI process. (patient care and EMS system related)
- (5) The CONTRACTOR shall include in its quarterly report to OEMS how identified performance issues shall be, or have been, resolved or improved, i.e. protocol revision, educational opportunity, awareness campaign etc.

c. The CONTRACTOR shall provide a schedule and topics for quarterly, region wide, PI projects to be conducted by the CONTRACTOR and individual EMS agencies.

(1) The CONTRACTOR shall aggregate the findings of the individual EMS agencies for use by the region's committees and reporting to the OEMS. (i.e. 1<sup>st</sup> Qtr. 2008, PI will focus on compliance with chest pain protocol, a trauma related project and completion of documentation of patient refusals).

(2) The CONTRACTOR shall submit a copy of the schedule and topics distributed to all EMS agencies in the Region with the CONTRACTOR'S 2<sup>nd</sup> quarterly report to the OEMS.

(3) The CONTRACTOR shall have a PI based method for EMS agencies and hospitals to report significant events (compliments or criticisms of EMS responses) and untoward outcomes of EMS responses.

d. The method developed by the CONTRACTOR shall provide a regional, publicized process for EMS agencies and hospitals to report these events, and a method of developing an action plan and a method of resolving the event. The number of events and general description of issues reported shall be submitted as part of each of the CONTRACTOR'S quarterly report to the OEMS.

e. The EMS PIP shall identify the membership of the regional PI committee, objectives of the committee, and rules for participation in the meetings. The PIP should allow for a representative of the OEMS to attend the PI meetings as desired by OEMS. The committee composition shall include, but not be limited to:

(1) The committee composition shall contain equal representation of Operational Medical Directors, hospitals from varied areas of the region, and EMS providers from each of the following, air medical agency, fire based service, career, and volunteer services. The committee shall, at minimum, consist of ten active members.

(2) To ensure equal representation reflective of the system the following shall apply:

(a) The Operational Medical Director must be current as an approved OMD by OEMS

(b) The hospital representative must be currently employed by a hospital in the region that serves in a role at the facility that can act on behalf of the facility and functions in a capacity that relates to the EMS system

(c) The air medical agency shall be an active member of a Virginia licensed air medical agency and may be either an administrator, registered nurse, or paramedic

(d) The fire based service member may be currently active with a fire based service that is licensed as an EMS agency by OEMS

(e) The career EMS member may be currently active with a paid Virginia licensed EMS agency and not affiliated with a fire based or air medical agency and not be an OMD.

(f) The volunteer EMS member may be currently active with a volunteer EMS agency and not be affiliated with a fire based or air medical agency and not be an OMD.

(3) The CONTRACTOR shall hold, at a minimum, quarterly PI committee meetings to review the input from the EMS agencies and reported significant events. The committee shall identify needs based on review of PI information received by the CONTRACTOR, plan a course of corrective action to resolve/improve the identified deficit and reassess the deficit to “close the loop” on issues. The items/deficits and the process used to correct them shall be reflected in the minutes of the meeting.

(a) The CONTRACTOR shall submit to OEMS the agenda, minutes and attendance rosters for each meeting held. The agenda, minutes, and attendance rosters shall be submitted each quarter as part of the CONTRACTOR’S quarterly report to the OEMS.

(b) The attendance roster shall contain the name, affiliation and e-mail address of the attendee

(c) The minutes of these meetings shall not contain patient or provider identifiers, but should reflect a general statement of items worked on by the committee.

(d) The meeting dates for the EMS PI committee shall be submitted to the OEMS, in advance, as part of each quarterly report to OEMS.

f. The CONTRACTOR shall provide technical assistance to EMS agencies to assist them in complying with State EMS Regulations related to quality management reporting (12 VAC 5-31-600). The names of agencies and the nature of assistance provided to those agencies shall be submitted by the CONTRACTOR as part each quarterly report to the OEMS.

g. The CONTRACTOR shall actively encourage, not enforce, all EMS agencies within their region to meet state requirements for quality management reporting (12 VAC 5-31-600) and submission of pre-hospital patient care data on a quarterly basis (12 VAC 5-31-530). Each of the CONTRACTOR’S quarterly reports to the OEMS shall include language that describes how this contract item was achieved.

h. The CONTRACTOR shall maintain, and revise as needed to reflect current practice, the PI template developed in FY07’s contract, that EMS agencies can use to establish or maintain their own PI programs for general EMS responses and include a method of reporting aggregate information to the regional council, for use by the regional council, its committees, and submission to the OEMS. The CONTRACTOR shall obtain approval from OEMS when completing the template. This shall occur within the 1<sup>st</sup> Quarter of the state fiscal year and shall be used for the following four quarters. The template should include at a minimum, but not be limited to:

(1) A schedule and topics for three concurrent PI projects each quarter. One topic shall address a general EMS patient care item, one topic shall address an EMS system related item, and one topic shall address a trauma patient care or trauma system related item and may be coordinated with the trauma PI committee. This schedule and topic shall be the same for all agencies participating in the regional PI process.

(2) A method for agencies to submit quarterly PI project results to the regional PI committee.

(3) A method of reporting significant events to the regional PI Committee.

(a) The CONTRACTOR shall submit evidence of the PI templates distribution to all EMS agencies in the Region with the councils 2<sup>nd</sup> quarterly report to the OEMS. Distribution of the TPI plan shall occur after approval of the template by OEMS and no later than 14 days after the end of the 1<sup>st</sup> quarter of the state’s fiscal year. Posting on the regional council’s web site without notification to each agency or solely via mass e-mail distribution shall not fulfill this requirement.

(b) The CONTRACTOR shall include in each of its quarterly reports to OEMS evidence of EMS agency involvement in the PI process, evidence in the process shall be aggregate numbers of the agencies actively involved in the PI process.

### **3. Regional Trauma Program –**

#### **a. Regional Trauma Committee:**

(1) The regional trauma triage committee shall represent participants from aspects of the EMS response. The active committee composition shall include, but not be limited to:

(a) A member of each designated trauma center's trauma program within the region, if there are no designated trauma centers within the region then a member of the regions primary level I or II designated trauma center shall be substituted.

(b) The committee shall also include representatives from the non-trauma designated hospitals from throughout the region.

(c) An EMS operational medical director

(d) EMS providers from each of the following: an air medical agency, fire based service, career, and volunteer services from throughout the region.

**b. Triennial Major Trauma Triage Plan Update:** All Regional Trauma Triage Plans underwent a triennial major update in 2010 fiscal year, and will undergo a major update in the 2013 fiscal year. Revising the Trauma Triage Plan shall not replace the requirement to perform trauma performance improvement. If the Regional Trauma Triage Plan was not updated in 2010, then the major update shall be completed in the 2013fiscal year as follows:

(1) The triennial major update shall follow the 2009 version of the Commonwealth's Pre-hospital and Inter-hospital State Trauma Triage Plan and and include the following as appendices to reflect the capabilities of the Regional EMS System:

(2) A "field triage decision scheme" based on the state field decision scheme that assists individual EMS providers with transport destination decision making guidance.

(a) the field triage decision scheme shall be included within the trauma section of the Regional Medical Protocols applicable to all levels of EMS certification

(b) A definition of a trauma patient

(c) Prehospital physiologic, anatomic, mechanism of injury, and special consideration criteria (previously titled Trauma Patient Transport & Transfer Criteria)

(d) Medevac utilization for trauma

(e) Trauma center descriptions (names, location, level of designation.

(f) Description of each level of Virginia Trauma Center Designation

(3) The revised Trauma Triage Plan shall be submitted to OEMS with the second quarterly deliverables. Regional Trauma Triage Plans will be reviewed by OEMS and presented to the Trauma System Oversight and Management Committee at its March meeting for approval. Approved plans and protocols will be required to be posted and notifications made as listed in item 5 below.

(a) The CONTRACTOR shall notify all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area that the trauma triage plan has been revised and post the revised triage plan and revised trauma medical protocol conspicuously on the regional council's website. The CONTRACTOR will make a copy of either revised document available upon request in either printed, floppy disks, or CD forms. This information shall be included in narrative form in the second quarterly report.

(4) Annual Review/Maintenance of Trauma Triage Plans - The CONTRACTOR shall maintain and revise as needed to reflect current practice the Regional Trauma Triage Plan on an annual basis and provide OEMS with an updated Regional Trauma Triage Plan electronically in its second quarterly report.

(5) For the purposes of the Trauma Triage Plan, maintaining the Trauma Triage Plan is defined as posting the plan on the council's web page, providing copies on an as requested basis, providing educational assistance as requested and providing minor updates on an as needed basis. An example of minor changes includes demographic changes, such as a new hospital, closing of an EMS agency, or changes to services offered by agencies or facilities.

c. **Trauma Performance Improvement Program** - also referred to as Quality Assurance, Quality Improvement, and Quality Management. (QA/QI/QM).

(1) The CONTRACTOR shall maintain and revise as needed to reflect current practice, a region wide Trauma Performance Improvement Plan (TPIP) in compliance with the "Pre-hospital and Inter-hospital State Trauma Triage Plan, September 2005" for trauma related EMS responses, as developed during the FY07 contract period. The plan/revised plan that will be used throughout the contract period and the first quarter of the next contract period shall be submitted to OEMS no later than October 31st of the contract year and be demonstrable of the PI process that is currently being used, and shall be used throughout the contract year, with proof of review and approval of the plan by the CONTRACTOR'S Board of Directors reflected in board minutes submitted.. If revisions have been made to the plan being submitted to OEMS, the revisions that have been made shall be made clear by the CONTRACTOR to OEMS. The Trauma PIP shall include, but not be limited to the following:

(2) An outline of an organized TPI program to examine the care of pre-hospital patients. The plan shall include a demonstrable process that is capable of on continuously:

(a) Monitoring/assessing adherence to regional EMS trauma patient care protocols

(b) Monitoring/assessing (not enforcing) compliance with state and regional trauma triage plans

(c) Monitoring/assessing trauma system issues

(d) Identification of the educational needs of EMS providers in the region

(e) Identification of methods demonstrable of the trauma PI process that is currently being used, and shall be used throughout the contract year to resolve issues identified through the trauma PI process (trauma patient care and trauma system issues).

(f) The CONTRACTOR shall include in each of its quarterly reports to OEMS how identified trauma performance issues shall be, or have been, resolved or improved, i.e. protocol revision, educational opportunity, awareness campaign etc.

(3) The CONTRACTOR shall provide a schedule and topic for a quarterly, region wide, trauma PI project to be conducted by the CONTRACTOR and individual EMS agencies.

(a) The CONTRACTOR shall aggregate the findings of the individual EMS agencies on a quarterly basis for use by the regions committees and reporting to the OEMS.

(b) The CONTRACTOR shall submit a copy of the schedule and topic distributed to all EMS agencies in the Region with the CONTRACTOR'S 2<sup>nd</sup> quarterly report to the OEMS.

(c) . The distribution list shall be submitted with the CONTRACTOR'S 2<sup>nd</sup> quarterly report.

(4) The CONTRACTOR shall have a PI based method for EMS agencies and hospitals to report significant events (compliments or criticisms of trauma cases) and untoward outcomes of trauma related EMS responses.

(a) The method actively being utilized by the CONTRACTOR shall provide a well known process for EMS agencies and hospitals, to report these events, a method of developing an action plan, and a method of resolving the event.

(b) The number of events and general description of issues reported shall be submitted as part of each of the CONTRACTOR'S quarterly report to the OEMS.

(c) The TPIP shall identify the active membership of the regional TPI committee, objectives of the committee and rules for participation in the meetings. The TPIP should allow for representatives of the OEMS to attend the TPI meetings as desired by OEMS.

(d) Attendance of the trauma PI committee shall constitute a quorum as defined by Robert's Rules.

(5) The CONTRACTOR shall hold, at a minimum, quarterly Trauma PI committee meetings to review the input from the EMS agencies and reported significant events. (separate and unique from the general EMS PI committee, individuals may sit on both committees as is appropriate) The committee shall identify needs based on review of trauma PI information received by the CONTRACTOR, plan a course of corrective action to resolve/improve the identified deficit and reassess the deficit to “close the loop” on issues. The items/deficits and the process used to correct them shall be reflected in the minutes of the meeting.

(a) The CONTRACTOR shall submit to the OEMS the agenda, minutes and attendance rosters for each TPI meeting held. The agenda, minutes, and attendance rosters shall be submitted on a quarterly basis as part of the CONTRACTOR’S quarterly report to the OEMS.

(b) The attendance roster shall contain the name, affiliation and e-mail address of the attendees

(c) The minutes of these meetings shall not contain patient or provider identifiers, but should reflect a general statement of items worked on by the committee.

(d) The meeting dates for the trauma PI committee shall be submitted to the OEMS, in advance, as part of each quarterly report to OEMS.

(e) The OEMS may perform random audits of agencies perception of the regions trauma PI process.

(6) The CONTRACTOR shall provide technical assistance to EMS agencies to assist them with complying with State EMS regulations (12 VAC 5-31-600) and *Code of Virginia* requirements (§ 32.111.3) related to trauma triage and trauma performance improvement. The names of agencies and the nature of assistance provided to those agencies shall be submitted by the CONTRACTOR as part of each quarterly report to the OEMS.

d. The CONTRACTOR shall actively encourage, not enforce, all EMS agencies within their region to meet state requirements and submit pre-hospital patient care data on a quarterly basis as required by the *Code of Virginia* (§ 32.116.1) and EMS Regulations 12 VAC 5-31-560. Each of the CONTRACTOR’S quarterly reports to the OEMS shall include language that describes how this contract item was achieved.

e. The CONTRACTOR shall maintain and revise as needed to reflect current practice, the TPI template, developed through the FY07 contract, that EMS agencies can use to establish or maintain their own PI programs for general trauma responses and include a method of reporting aggregate information to the regional council, for use by the regional council and its committees, and submission to the OEMS. The CONTRACTOR shall obtain approval from OEMS when completing the template. This shall occur within the 1<sup>st</sup> Quarter of the state fiscal year and shall be used for the following four quarters. The template should include at a minimum, but not be limited to:

(1) A schedule and topic for a trauma region wide PI project for each quarter. This schedule and topic shall be the same for all agencies participating in the regional PI process.

(2) A method for agencies to submit quarterly trauma PI project results to the regional trauma PI committee.

(3) A method for EMS Agencies and hospitals to report significant events to the regional PI Committee (The requirements of the trauma PI template may be coordinated with the requirements stated in the general EMS PI Program section of this contract. This shall not be interpreted as combining the two committees.)

f. The CONTRACTOR shall submit a copy of the trauma PI template and a copy of the distribution list used to send the document to all EMS agencies in the Region with the councils 2<sup>nd</sup> quarterly report to the OEMS. Distribution of the TPI plan shall occur after approval of the template by OEMS and no later than 14 days after the end of the 1<sup>st</sup> quarter of the state’s fiscal

year. Posting on the regional council's web site without notification to each agency or solely via mass e-mail distribution shall not fulfill this requirement.

g. The CONTRACTOR shall include in each of its quarterly reports to OEMS evidence of EMS agency involvement in the PI process, evidence in the process shall be aggregate numbers of the agencies actively involved in the PI process.

h. The CONTRACTOR shall be responsible for disseminating regional, jurisdictional, and agency level trauma triage performance improvement reports developed and provided by the OEMS and/or Trauma System Oversight and Management (TSO&MC). OEMS and/or the TSO&MC will limit reporting to not exceed quarterly.

#### **4. Rescue Squad Assistance Fund (RSAF) Grant Program**

a. The CONTRACTOR shall promote grant writing and review assistance services to the EMS agencies one month prior to the grant submission deadline with electronic and/or hard copy notifications. These notifications (electronic and/or hard copy) must be sent to the OEMS Grants Manager. The CONTRACTOR shall assist EMS agencies to review and write RSAF grant applications when requested and request assistance from the OEMS Grants Manager when appropriate. The CONTRACTOR shall promote services to assist EMS agencies to submit grants electronically. The CONTRACTOR shall send electronic and/or hard copy notifications to the EMS agencies in the month prior to the grant submission deadline.

b. The CONTRACTOR shall conduct regional reviews and grading of RSAF grants in accordance with the regulations and policies governing the RSAF Grant Program.

c. The CONTRACTOR shall conduct two review and grading sessions during the contract period and submit the regional grades and recommendations electronically by the deadlines specified in the regulations and policies governing the RSAF Grant Program. The CONTRACTOR must notify the Grants Manager of the dates/times of each grant review and grading sessions during the contract period at least two weeks in advance.

d. The CONTRACTOR shall notify each agency or organization that has submitted a RSAF grant application of the specific regional grant review meeting time and agenda.

(1) The meeting shall be open to the public.

(2) Minutes of the meeting shall be recorded and kept on file by the CONTRACTOR for a period of five years.

(3) The CONTRACTOR shall ensure that each application is reviewed consistently by the Regional Council's grant review committee and assigned a numerical grade and a narrative of comments using OEMS approved grading criteria. If the CONTRACTOR submits a grant application for review, each council must grade their grant with a grade of zero (0), to prevent the appearance of a conflict of interest; however each CONTRACTOR is strongly encouraged to submit comments.

(4) The CONTRACTOR shall rank no less than the top three grant applications in order of priority for each Regional Council area, and submit by e-mail to the Grants Manager or designated staff upon request.

#### **5. Critical Incident Stress Management (CISM) Program**

a. The CONTRACTOR shall maintain an OEMS Accredited Regional CISM Team, in accordance with and shall comply with all OEMS policies and procedures regarding CISM. This information shall be included in the First Quarter report.

b. Using the OEMS approved template, the CONTRACTOR shall send their quarterly statistical reports electronically to the OEMS CISM Coordinator by:

(1) October 30 for the reporting period July 1 to September 30

(2) January 30 for the reporting period October 1 to December 31

(3) April 30 for the reporting period January 1 to March 31

(4) July 31 for the reporting period April 1 to June 30

c. The CONTRACTOR shall provide a written up-to-date CISM team operating policy as specified in the Virginia Accreditation of Regional CISM Teams policy in the first quarter

report. The policy shall include required applicant qualifications, membership requirements, meeting requirements, training requirements and team activation/deployment guidelines. It shall also include a description of the team members' offices and their respective duties, travel reimbursement policies, general program administration and a list of team members. The policy must be written using the OEMS approved template.

d. CISM teams should meet quarterly but shall meet at least semi-annually. Meeting minutes shall be submitted in the appropriate quarterly report.

## **6. Regional EMS Awards Program**

a. The CONTRACTOR shall conduct an OEMS approved Regional EMS Awards Program that is unique and separate to recognize all regional EMS award nominees and the \$1,000 Regional Scholarships for High School Seniors no later than September 30 of each contract year.

(1) The program shall be titled as the (insert name of Regional EMS Council) EMS Awards Program and cannot be referred to as the Governor's EMS Awards.

(2) The Regional EMS Awards program shall have the same 10 categories and criteria as those offered in the Governor's EMS Awards program, and include the Regional Scholarship Award. The CONTRACTOR may offer other Regional EMS Awards; however, these cannot be entered in the Governor's EMS Awards program.

(3) The CONTRACTOR shall use the Office of EMS approved form for the Regional EMS Awards program. This form shall not be changed, other than to add new regional categories. Any new regional categories must be listed after the 10 Governor's EMS Awards and the Regional Scholarship Award. Categories shall be listed in same order as on the approved form.

(4) The CONTRACTOR shall schedule and publicize the Regional EMS Award Program and the \$1,000 Regional Scholarships for High School Seniors. This shall include, but not be limited to posting information on the Regional EMS Council Web page and targeted promotional mailings (electronic and/or hard copy) to every EMS agency, EMS instructor, EMS physician and hospital emergency department in the Regional Council's area.

(5) The CONTRACTOR shall give each regional first place winner an award approved by the Regional EMS Directors Group.

b. The CONTRACTOR shall assure that regional nominations are judged and forward the 10 regional first place winners' nomination forms, Regional Scholarship award and photos on a disc to the Office of EMS for entry into the Governor's EMS Awards program as prescribed by OEMS.

(1) The CONTRACTOR shall appoint a committee to select the regional winners.

(2) The CONTRACTOR shall provide complete information on each Regional EMS Awards winner and the Regional Scholarship Award winner that will allow the State EMS Advisory Board Selection Committee to make an appropriate selection. If necessary, the CONTRACTOR shall acquire and provide more information for the Regional EMS Awards or Regional Scholarship Award winner before submitting it to the Governor's EMS Awards Program or EMS Advisory Board Youth Scholarship Award Program.

(3) The CONTRACTOR shall submit a news release with the names of Regional EMS Awards and Regional Scholarship winners to local news media and the Office of EMS within one week of the Regional EMS Awards ceremony.

(4) All submissions must follow submission guidelines approved by the State EMS Advisory Board Selection Committee.

## **7. Regional EMS Instructor Network**

a. The CONTRACTOR shall conduct a minimum of one meeting during the contract period for the purpose of discussing regional educational performance improvement, issues surrounding the educational component of EMS training, EMS instructor administrative

requirements and Consolidated Test Site (CTS) concerns this process should be completed by, and reported in the third quarter report.

b. The CONTRACTOR shall notify all EMT Instructors, ALS Coordinators, OEMS Division of Educational Development, OEMS Program Representatives, and Emergency Operations Instructors of the meetings. Meeting notices will be sent at least 30 days prior to each meeting date and include a prepared agenda.

c. The meeting should be set up for face-to-face EMS instructor networking, but shall be conducted in a format allowing for feedback by participants, such as teleconference.

d. Meeting notices, agendas, rosters of attendees and minutes shall be submitted to OEMS in the appropriate quarterly report.

#### **E. *Basic Life Support Consolidated Test Site (BLS-CTS) Administration***

1. The CONTRACTOR shall establish a minimum of one OEMS approved Consolidated Testing facility within its service delivery area in accordance with the guidelines stipulated in the *OEMS Practical Exam Users Guide*.

2. The CONTRACTOR shall submit to OEMS the Consolidated Testing schedule for the next Fiscal Year (July 1, 2013– June 30, 2014) by February 1, 2013.

3. The CONTRACTOR shall publish the OEMS approved Consolidated Testing schedule on their Web site by March 1, 2013.

4. The CONTRACTOR shall provide a copy of the OEMS approved Consolidated Testing schedule to each EMT – Instructor within its service delivery area by March 15, 2013.

5. The CONTRACTOR shall register testing candidates for each Consolidated Testing Site in accordance with the guidelines stipulated in the OEMS Consolidated Test Site Policies and Procedures Manual or as authorized by OEMS.

6. The CONTRACTOR shall ensure that all Consolidated Test Site Evaluators are in compliance with the OEMS Consolidated Test Site Policies and Procedures Manual

7. The CONTRACTOR shall maintain a list of current approved Consolidated Test Site Evaluators, and submit the list to OEMS with the Third Quarter report.

8. The CONTRACTOR shall charge a fee of \$50.00 for each candidate taking an initial practical certification examination at a Consolidated Test Site. This fee may be collected from the Instructor/Course Coordinator, candidates, the candidate's sponsoring agency, or the educational facility sponsoring the course.

9. The CONTRACTOR shall charge a fee of \$25.00 to each candidate that must retake one or more practical examination stations at a Consolidated Test Site.

10. The CONTRACTOR shall not charge a fee to any candidate taking only a written certification examination at a Consolidated Test Site.

11. The CONTRACTOR shall adhere to all the guidelines stipulated in the OEMS Consolidated Test Site Policies and Procedures Manual.

#### **F. *Regional Category One Continuing Education Program***

1. The CONTRACTOR shall promote the availability of BLS and ALS Continuing Education that satisfies category one requirements within each planning district during the contract period.

2. The CONTRACTOR shall post to the Web site address of the current schedule of CE programs available within the region for the contracted fiscal year no later than August 1 of the contract year. This information shall be reported in the first quarterly report.

#### **IV. GENERAL TERMS AND CONDITIONS:**

**A. VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendor's Manual" on the Vendors tab.

**B. APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the CONTRACTOR are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations.

**C. ANTI-DISCRIMINATION:** By signing this contract, the CONTRACTOR certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in 1. and 2. below apply:

1. During the performance of this contract, the CONTRACTOR agrees as follows:
  - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The CONTRACTOR will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING:** By signing this contract, the CONTRACTOR certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than

nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing this contract, the CONTRACTOR certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:** By signing this contract, the CONTRACTOR certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**G. ANTITRUST:** By entering into a contract, the CONTRACTOR conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**H. PAYMENT:**

**1. To Prime CONTRACTOR:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the CONTRACTOR directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual CONTRACTORS) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the CONTRACTOR at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. All deliverable items for each respective quarter must be received by the purchasing agent prior to processing of invoices submitted for that quarter. Invoices shall identify all deliverable items due for the respective quarter.

f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, CONTRACTORS should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the CONTRACTOR, in writing, as to those charges which it considers unreasonable and the basis for the determination. A CONTRACTOR may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

**2. To Subcontractors:**

a. A CONTRACTOR is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the CONTRACTOR'S receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the CONTRACTOR'S intention to withhold payment and the reason.

b. The CONTRACTOR is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the CONTRACTOR that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A CONTRACTOR'S obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**I. PRECEDENCE OF TERMS:** Paragraphs A-H of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**J. QUALIFICATIONS OF CONTRACTOR:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the CONTRACTOR to perform the work and the CONTRACTOR shall furnish to the Commonwealth all such information and data for this purpose as may be requested.

**K. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**L. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the CONTRACTOR in whole or in part without the written consent of the Commonwealth.

**M. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The PURCHASING AGENCY may order changes within the general scope of the contract at any time by written notice to the CONTRACTOR. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The CONTRACTOR shall comply with the notice upon receipt. The CONTRACTOR shall be compensated for any additional costs incurred as the result of such order and shall give the PURCHASING AGENCY a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the CONTRACTOR accounts for the number of units of work performed, subject to the PURCHASING AGENCY'S right to audit the CONTRACTOR'S records and/or to determine the correct number of units independently; or

c. By ordering the CONTRACTOR to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The CONTRACTOR shall present the PURCHASING AGENCY with all vouchers and records of expenses incurred and savings realized. The PURCHASING AGENCY shall have the right to audit the records of the CONTRACTOR as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be

asserted by written notice to the PURCHASING AGENCY within thirty (30) days from the date of receipt of the written order from the PURCHASING AGENCY. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the CONTRACTOR from promptly complying with the changes ordered by the PURCHASING AGENCY or with the performance of the contract generally.

**N. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the CONTRACTOR responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**O. DRUG-FREE WORKPLACE:** During the performance of this contract, the CONTRACTOR agrees to (i) provide a drug-free workplace for the CONTRACTOR'S employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**P. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or CONTRACTOR shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**Q. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**R. INDEPENDENT CONTRACTOR:** When providing the services specified under this contract the CONTRACTOR shall not be deemed an "employee" or "agent" of the Virginia Department of Health. The CONTRACTOR shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements which are customary in the industry. In addition, the CONTRACTOR certifies that they are not an employee, nor do they currently employ employees of the Virginia Department of Health.

**V. SPECIAL TERMS AND CONDITIONS:**

**A. AUDIT:** The CONTRACTOR shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**B. CANCELLATION OF CONTRACT:** The PURCHASING AGENCY reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the CONTRACTOR. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the CONTRACTOR of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**C. DESIGNATION:** In accordance with § 32.1-111.11 of the *Code of Virginia*, the CONTRACTOR must be designated by the Virginia Board of Health as a Regional Emergency Medical Services Council, which shall be authorized to receive and disburse public funds; develop and implement a regional emergency medical services delivery system; implement and revise, as needed, a regional emergency medical services plan in cooperation with the Virginia Board of Health; and required to match state funds with local funds obtained from private or public sources in the proportion designated by regulations of the Virginia Board of Health.

**D. EVALUATION OF CONTRACT PERFORMANCE:** The OEMS will conduct an annual evaluation of the CONTRACTOR.

**E. LIQUIDATED DAMAGES:** Delivery is required as specified under **Section III. Scope of Services**. It is understood and agreed by the CONTRACTOR that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in this contract.

1. In the event a vacancy occurs in any position(s) funded by this contract, in whole or in part, there will be a reduction of payments under said contract, not as a penalty but as liquidated damages. If a position(s) remains vacant for more than 90 calendar days, funding for the position(s) will be prorated as liquidated damages and adjustments will be made to future payments under said contract. A position is not considered filled until the employee begins their first day of work.

2. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$100.00 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the CONTRACTOR or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the CONTRACTOR or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. In the event the specified deliverable cannot be corrected, such as stakeholder meetings were not held, there will be deducted, not as a penalty but as liquidated damages, the sum of \$500.00 per each occurrence of a deliverable which cannot be corrected, up to a maximum of 5% of the amount due to the CONTRACTOR for the quarter. Upon receipt of a written request and justification for any extension from the CONTRACTOR, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown. Written requests may not be received later than 30 days before the date the item is due to the CONTRACTOR, except in the extraordinary circumstances as outlined above. CONTRACTOR agency board of director approval shall accompany all extension requests, with meeting minutes included as justification. All requests for extensions shall be on the CONTRACTOR'S letterhead, and signed by the individual identified

as “President” on page 1 of this contract. Requests for extensions will include a plan for completing the required deliverable, and an anticipated time of completion.

3. In addition to paragraph E2 above, the purchasing office reserves the right to delay processing of invoices, and/or withhold processing of future invoices until such time deliverable item(s) are completed to the satisfaction of said purchasing office.

**F. OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request the CONTRACTOR shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth’s sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

**G. REGULATIONS:** The CONTRACTOR shall comply with all provisions of the Virginia Emergency Medical Services Regulations, referenced Guidelines and Procedures, Administrative Policy and Procedures, and related Health Laws of Virginia.

## **VI. METHOD OF PAYMENT:**

The CONTRACTOR agrees to provide the services specified herein for the following payment schedule. Invoices for payment shall be submitted electronically to the OEMS EMS Systems Planner, or the OEMS Business Manager, in their stead. Invoices shall identify all deliverable items due for the respective quarter.

The contract funding will be paid as per the terms of this contract:

- **First Quarter: \$47,930.25**
  - Employee Qualifications
  - Organizational Information
  - Staffing Information
  - Board of Directors and Subcommittee Members
  - Regional Medical Director Contract
  - Regional MCI Plan (all items)
  - Regional PI Plan
  - Regional TPI Plan
  - RSAF Awards Information
  - CISM Policies and Procedures
  - Regional CE Schedule
  - Regional Awards Information
  - Quarterly meeting agendas and minutes for all committees
  - Position Vacancies (if applicable)
  - First Quarter Report
- **Second Quarter: \$47,930.25**
  - Annual Financial Report
  - Final Annual report
  - Continuation of Operations Plan
  - Regional Policies and Bylaws
  - Trauma Triage Plan
  - Regional EMS Plan (all items)
  - CISM Semi-Annual Report
  - CTS Schedule
  - Quarterly meeting agendas and minutes for all committees
  - Position Vacancies (if applicable)
  - Second Quarter Report

- **Third Quarter: \$47,930.25**
  - Regional Medication Restocking Program
  - Regional Medication Exchange Program
  - Regional Stroke Triage Plan
  - RSAF Awards Information
  - Quarterly meeting agendas and minutes for all committees
  - Position Vacancies (if applicable)
  - Third Quarter Report
- **Fourth Quarter: \$47,930.25**
  - Regional Medical Protocols (all items)
  - Hospital Diversion Plan
  - CISM Semi-Annual Report
  - Quarterly meeting agendas and minutes for all committees
  - Position Vacancies (if applicable)
  - Fourth Quarter Report

**Total Contract Amount: \$191,721.00**