

VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF EMERGENCY MEDICAL SERVICES (OEMS)
1041 TECHNOLOGY PARK DRIVE
GLEN ALLEN, VIRGINIA 23059

MEMORANDUM OF UNDERSTANDING (MOU)

MOU Number: 517-18-M038

- I. **PARTIES TO THE AGREEMENT:** This Memorandum of Understanding is entered into by Lord Fairfax EMS Council, 180-1 Prosperity Drive, Winchester, Virginia 22602 hereinafter called the "Contractor" and Commonwealth of Virginia through the Department of Health, Office of Emergency Medical Services, 1041 Technology Park Drive, Glen Allen, Virginia 23059 hereinafter called the "Department."

WHEREAS, The Department desires to enter into an Agreement with the Contractor to provide services and;

WHEREAS, The contractor desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Contractor hereby covenant and agree to the following terms.

- II. **PERIOD OF AGREEMENT:** From execution date of VDH signature on last page through July 31, 2022 and may not be renewed upon written agreement of both parties.
- III. **PURPOSE:** The purpose of this contract is 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.
- IV. **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 Mission Essential Functions (MEF).
 - b. Identification of all essential business functions that supports the MEF.
 - c. Identification of essential staff, including a "Rapid Recall List".
 - d. Identification of, and a training plan for, employee cross training for essential business functions.
 - e. A written plan for protection of vital systems and historical records in all forms.
 - f. Identification of secure alternate work locations.
 - g. A written plan for reconstruction of the Business after an Emergency or disaster that affects a Council Office.
 - h. Development of testing, training, and exercising on a bi-annual basis to include submitting an after action report/improvement plan (AAR/IP) to OEMS within 90 days of the testing, training or exercise. In the event of plan activation, an AAR/IP will be submitted approximately 90 days after the event and will serve as an exercise for that bi-annual period.
 - i. Notification of activation of the plan and communications of plan activation with partners (i.e. providers and OEMS).

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 descriptions shall be provided to OEMS in the **first quarter** report, or within 30 days of any position description changes. 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 120 calendar days for the Executive Director, and 90 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.

The Contractor will be allowed to fill the vacant positions through an employment agency that can accommodate the need of the council.

Administrative Assistant:

The Contractor shall employ an Administrative Assistant on a full-time basis. The position description for the Administrative Assistant will be submitted with the first quarter report. In each quarterly report, the contractor will report on the activities of the Administrative Assistant in terms of meeting the objectives of the position, as well as the mission of the contractor agency. The report will also include interaction with the providers and agencies of the contractor's service area. The report format and any modifications to the format shall be approved by the Purchasing Agency.

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 having an employment or volunteer relationship with any service and/or training provider or other 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. Unless otherwise specified, submission of all documents and reports described in this contract will be made through an electronic Regional Council portal provided by the Office of EMS.
 - 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 the end of the 2nd quarter 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 deliverables included herein, and other applicable tasks. Reports shall be submitted to the OEMS utilizing the OEMS reporting template (or alternate format as approved in writing by OEMS) **no later than 30 days after the last day of each quarter**.
- d. The Contractor shall 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 (including signature and email address), 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, in the format prescribed by OEMS.
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**.

9. VDH Health District Collaboration: The Contractor shall actively communicate with VDH Health Districts and provide an opportunity for collaboration.

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 qualifications listed under the *Virginia EMS Regulations 12VAC 531-1890*.
- b. The Contractor shall provide OEMS with a signed copy of the current RMD contract in the **First Quarter** of the contract year, and any future revised contracts within 30 calendar days of the change, with proof of review and approval by the contractor's Board of Directors reflected in board minutes submitted with the **appropriate quarterly** report.

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, and submitted with 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 ensure that the title for each protocol within its regional patient care protocols matches the protocol names in the current Virginia Data Dictionary which follows the National EMS Information System (NEMSIS) data dictionary. . The current list of patient care protocols can be found on the Elite Support Suite at <http://oemssupport.kayako.com/>. If the contractor should need additional protocol titles created they shall submit the protocol needing an additional title to the OEMS via the Support Suite. The OEMS will create the title name and notify the contractor within 10 working days. The contractor 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 submitted 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 submitted 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 submitted 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.
- b. This information shall be updated yearly in the **fourth quarter** report.
- c. 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 **fourth 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 **fourth 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 **fourth 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. 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 shall include the VDH health districts in the Contractor's service area as part of the development and review. Contractor must demonstrate that the plan includes, but is not limited to:
 - (1) Review of the mandates given the Regional EMS Councils in the *Code of Virginia*.
 - (2) Review of the current version of the State Strategic and Operational Plan.
 - (3) Analysis of the strengths, weaknesses, opportunities and threats (SWOT) of the regional EMS system.
 - (4) Translate the work of the planning committee into a vision for the region.
 - (5) Include a mission statement that briefly describes why the Regional EMS Council exists.
 - (6) List at least four core strategies with strategic initiatives that will help accomplish the vision and mission.
 - (7) 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 **third quarter** 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 and a Stroke Triage Committee to review the plan annually and revised as needed.
 - (1) The regional stroke triage committee shall include participants from all 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) An individual identified collaboratively from a VDH health district within the contractor's service delivery area.
 - (f) 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 current version of the Commonwealth's Pre-hospital and Inter-hospital State Stroke Triage Plan and include the following 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 locations).
 - (3) The revised Regional Stroke Triage Plan shall be submitted to OEMS with the **third 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.

3. Regional EMS MCI/WMD/Emergency Infectious Disease Planning

- a. The Contractor shall serve as a conduit of information for the planning and response related to a mass casualty, WMD, or emerging infectious disease event. Information must be consistent with guidelines which will be disseminated by the Office of EMS. Further, the regions shall report information regarding unmet needs, planning activities, or actual incidents and responses related to mass casualty incidents, weapons of mass destruction, and/or emerging infectious disease events.
- b. 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. The contractor shall include all VDH health districts in their service delivery area.
- c. 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 response capabilities.
- d. The Contractor shall encourage and assist EMS agencies within their region in the development of a plan for response to mass casualty incident, WMD incidents, and/or emerging infectious diseases. The Contractor shall include all VDH health districts in their service area in any development and planning.
- e. 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.
- f. The Contractor shall provide OEMS with any regional plan revisions, electronically, with the **Third Quarter** report. The contractor will also send a copy to the Emergency Operations Planner for review.
- g. The Contractor is required to provide evidence of facilitation or assistance in facilitation of an exercise to the Emergency Operations Planner every two years. This will be reported to OEMS in the **Third Quarter** report of the year it is tested. This will include an exercise AAR/IP.

- h. Disaster Planning Committee: The contractor shall show evidence of completion of one tabletop exercise of the Regional MCI Plan in the contract year. A summarization of each respective event will be submitted with the appropriate quarterly report. The report format and any modifications to the format shall be approved by the Purchasing Agency.

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, VDH health districts, 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 **fourth 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 **fourth 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 **fourth quarter** report.

D. REGIONAL COORDINATION

1. Regional Information and Referral

- a. The Contractor shall provide assistance to any EMS providers, EMS agencies, hospitals, other health care providers, public safety officials, local government officials, and/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.

- c. The Contractor shall maintain a social media presence (ex. Facebook, Twitter, Instagram). The Contractor shall update information on social media outlets with relevant information changes. This includes links to OEMS/VDH web sites and/or social media outlets.
- d. The Contractor shall provide the customer satisfaction survey URL provided by OEMS on all electronic communication to any EMS providers, EMS agencies, hospital, other health care providers, public safety officials, local government officials, and/or the general public.

2. **Regional General EMS Performance Improvement (PI) and Trauma Triage 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 and Trauma related EMS responses. The plan shall be submitted to OEMS with the **First Quarter** deliverables, with proof of review and approval of the plan by the contractor's Board of Directors reflected in board minutes submitted. Any revisions made to the plan during the contract year shall be reviewed and approved by the contractor's Board of Directors, and submitted in the appropriate quarterly report. The plan shall maintained and revised as needed to reflect current practice It shall include a PI template that EMS agencies can use to establish or maintain their own PI programs and include a method for reporting aggregate information to the regional council for use by the regional council and its committees and the Office of EMS. This shall occur within the first quarter and shall be used for the following quarters. The template shall include, but not limited to:
 - (1) A schedule and topics for three concurrent PI projects. One project shall a focus on a general EMS patient care item, one project shall focus on an EMS system related item, and one project shall focus on a trauma patient care or trauma system related item.
 - (a) The contractor shall submit evidence of the PI templates distribution to all EMS agencies in the region with the first quarterly report to the OEMS.
 - (2) The plan shall include a demonstrable process that is capable of monitoring/assessing adherence to patient care protocols, and triage plans; EMS system issues, and identification of the educational needs of EMS providers in the region.

- (a) The contractor shall include in its quarterly report to OEMS any identified performance issues and their resolution.
- (3) The Contractor shall maintain, and revise as needed, a PI template that an EMS agency can use to establish its own PI programs.
- (4) The contractor shall provide quarterly updates on PI projects that are conducted in the contract year.
 - (a) The contractor shall provide information and/or reports of PI projects for use by the region's committees and reporting to the OEMS.
 - (b) The contractor shall submit a copy of the schedule and topics distributed to all EMS agencies, with the contractor's **first quarterly report** to the OEMS. The Contractor shall have a PI based method for EMS agencies and hospitals to report significant events (compliments or criticisms of EMS responses) and/or untoward outcomes of EMS responses and trauma related responses.
- (5) 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 shall allow for a representative of the OEMS to attend the PI meetings as desired by OEMS.
 - (a) 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.
 - (i) 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) A representative of a Designated Trauma Center in the region, and functions in a capacity that relates to the EMS system.
 - (c) A representative of a hospital in the region, and functions in a capacity that relates to the EMS system.
 - (d) A representative of air medical agency that provides service in the region.

- (e) A representative of a career EMS agency that provides service in the region.
 - (f) A representative of a volunteer EMS agency that provides service in the region.
- (6) The contractor shall hold quarterly PI committee meetings to review the input received and/or significant events reported. The committee shall identify needs based on review of PI information received by the contractor, and plan a course of action (protocol change, educational opportunity, process improvement, etc). The items/deficits and the process used to correct them shall be reflected in the minutes of the meeting, and shared with other regional stakeholders as needed and appropriate.
 - (a) 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 and signature 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.
- b. 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.
- c. The contractor shall actively encourage, not enforce, all EMS agencies within their region to meet state requirements and submit pre-hospital patient care data 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.
- d. The contractor shall be responsible for disseminating regional, jurisdictional, and agency level performance improvement reports developed and provided by the OEMS, Trauma System Oversight and Management Committee (TSO&MC), and or the Trauma Performance Improvement Committee.

3. Trauma Triage Plan

All Regional Trauma Triage Plans shall be reviewed annually, and revised as needed. This information shall be reported to OEMS in the **third quarterly report**.

- a. The plan shall follow the current version of the Commonwealth's Pre-hospital and Inter-hospital State Trauma Triage Plan and include the following to reflect the capabilities of the Regional EMS System:
 - (1) A "field triage decision scheme" based on the state field decision scheme that assists individual EMS providers with transport destination decision making guidance.
 - (2) the field triage decision scheme shall be included within the trauma section of the Regional Medical Protocols applicable to all levels of EMS certification
 - (3) A definition of a trauma patient
 - (4) Prehospital physiologic, anatomic, mechanism of injury, and special consideration criteria (previously titled Trauma Patient Transport & Transfer Criteria)
 - (5) Medevac utilization for trauma
 - (6) Trauma center descriptions (names, location, level of designation).
 - (7) Description of each level of Virginia Trauma Center Designation
- b. 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.

4 Rescue Squad Assistance Fund (RSAF) Grant Program Grant Writing and Submission Assistance.

- a. The contractor shall promote grant writing and review assistance services to the EMS agencies within their region at least one month prior to the grant submission deadline. Notifications must be sent to eligible EMS organizations with an electronic copy provided to the OEMS Grants Manager. The contractor shall assist EMS agencies; this assistance may be by reviewing and/or writing the agency's RSAF grant applications, when requested. Contractor may request assistance from the OEMS Grants Manager, when appropriate. Contractor shall provide assistance to the EMS Agencies in the electronic submission of grants, when requested.

- b. Grant Review/Grading. The Contractor shall conduct regional reviews and grading of RSAF grants in accordance with the regulations and policies governing the RSAF Grant Program.
 - (1) 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.
 - (2) The Contractor shall ensure that each application is reviewed consistently by using the OEMS provided Grant Review Guide. The Contractor shall ensure that each application is reviewed by the Regional Council's grant review committee and assigned a numerical grade and an optional narrative of comments using the OEMS approved Grant Reviewer Guide. 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.
 - (3) The Contractor must use the OEMS provided Grant Reviewer Guide (GRG) to input comments if applicable for each grant application into EGIFT.
 - (4) The Contractor **shall not** notify agencies of Financial Assistance and Review Committee (FARC) recommendations prior to the award date.

5 Critical Incident Stress Management (CISM) Program

- a. At a minimum, the Contractor shall ensure all first responders in their region have knowledge of mental health services. Compliance with the contract shall be met in one of the following options:
 - (1) Maintenance of Regional Critical Incident Stress Management (CISM) Team:
 - (a) If the Contractor chooses to maintain a CISM Team, they shall provide a written, up-to-date, CISM team operating 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.
 - (b) The Contractor shall provide reports, in the prescribed format, to the Emergency Operations Manager on a quarterly basis.

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

(2) Education Program and Informational Sharing Website:

(a) Provide a list of local and regional resources for mental health and peer support assistance on the Contractor website. This includes, but is not limited to:

- (i) Local CISM response teams
- (ii) Private licensed resources
- (iii) Volunteer professional resources
- (iv) Employee Assistance Program information

(b) Encourage and support mental health training, including, but not limited to, ICISF Critical Incident Stress Management training, Psychological First Aid, Mental Health First Aid, resiliency, suicide awareness, and other training courses.

- (i) For any course hosted by the Regional Council, Contractor shall provide training roster within 10 business days of course completion

(c) The Contractor shall provide an update of web changes and educational opportunities within their region in the **third quarterly report**.

(3) The Contractor shall notify the Emergency Operations Manager of which option they have chosen (Option 1 or Option 2) prior to execution of this contract.

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 August 1 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 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 for consideration 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 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.
- b. The contractor shall assure that regional nominations are judged and forward the regional first place winners' nomination forms, Regional Scholarship award as prescribed by 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 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 Selection Committee.

7 Regional EMS Instructor Network

- a. The contractor shall conduct a minimum of one regional EMS education meeting during the contract period for the purpose of discussing regional EMS educational performance improvement, issues surrounding EMS training, clinical requirements, field experience, administrative requirements, and Consolidated Test Site (CTS) concerns. This process should be completed by, and reported in the **fourth quarter** report.

- b. The contractor shall notify all accredited EMS programs, EMS Education Coordinators, ALS Coordinators, and Emergency Operations Instructors within the regional service area, the OEMS Division of Educational Development, OEMS Program Representatives, 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 education 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**.

8 Basic Life Support Consolidated Test Site (BLS-CTS) Administration

- a. 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 Psychomotor Examination Guide (PEG)*
- b. The Contractor shall submit to the OEMS Certification Testing Supervisor the Consolidated Testing schedule for the next Fiscal Year (July 1– June 30) by February 1 of the contract year.
- c. The Contractor shall publish the OEMS approved Consolidated Testing schedule on their web site and the Consolidated Test Site Registration System web site (<https://testing.vaems.org>) by March 1 of the contract year.
- d. The Contractor shall submit to the OEMS Certification Testing Supervisor any cancellations as soon as identified by the contractor.
- e. The Contractor shall submit for approval to the OEMS Certification Testing Supervisor any additions to the Consolidated Testing Schedule prior to publication.
- f. The Contractor shall provide a copy of the OEMS approved Consolidated Testing schedule to each Education Coordinator within its service delivery area by March 15 of the contract year.
- g. The Contractor shall register testing candidates for each Consolidated Testing Site in accordance with the guidelines stipulated in the *PEG* or as authorized by OEMS.

- h. The Contractor shall ensure that all Consolidated Test Site Evaluators are in compliance with the OEMS *PEG*
- i. The Contractor shall maintain a list of current approved Consolidated Test Site Evaluators, and submit the list to the OEMS Certification Testing Supervisor quarterly.
- j. 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.
- k. 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.
- l. The Contractor shall not charge a fee to any candidate taking only a written certification examination at a Consolidated Test Site.
- m. OEMS will pay a portion of the Contractor's Psychomotor Examination CTS expenses based on the following rates:
 - (1) Test Site Coordinator \$100.00
 - (2) Emergency Medical Technician \$ 20.00 per candidate
 - (3) Emergency Medical Responder \$ 15.00 per candidate
- n. The Contractor shall adhere to all the guidelines stipulated in the OEMS *PEG*.

9. Regional Category One Continuing Education Program

- a. 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.
- b. 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.

V. COMPENSATION:

The Department will reimburse Contractor for actual expenditures as a result of services provided under the terms of the basic agreement.

Total value of this agreement for the 5 year period is **\$1,068,605.00**

VI. SPECIFIC DELIVERABLE INSTRUCTIONS:

Deliverables should be as thorough and detailed as possible so the DEPARTMENT, EMS Planner may properly evaluate your deliverables.

Deliverables will be evaluated using the point value system. (See Attachment A).

VII. METHOD OF PAYMENT:

The Contractor agrees to provide the services specified herein for the following Performance based payment schedule. Invoices for payment shall be submitted electronically to the DEPARTMENTEMS Systems Planner, or the Department's Business Manager, in their stead, **no later than 30 days after the last day of each quarter**. Invoices shall identify all deliverable items due for the respective quarter as well the invoice will include the date of the term of the contract.

The contract funding will be based upon performance which will be evaluated through a scoring system:

- **First Quarter: \$53,430.25**
 - Employee Qualifications
 - Organizational Information
 - Staffing Information
 - Board of Directors and Subcommittee Members
 - Regional Medical Director Contract
 - Regional PI 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)
 - Education Coordinator activities
 - Quarterly Financial Reports
 - First Quarter Report
- **Second Quarter: \$53,430.25**
 - Annual Financial Report
 - Final Annual report
 - Continuation of Operations Plan
 - Regional Policies and Bylaws
 - PI Schedule and Topics
 - CISM Semi-Annual Report
 - Quarterly meeting agendas and minutes for all committees
 - Position Vacancies (if applicable)
 - Quarterly Financial Reports
 - Second Quarter Report

- **Third Quarter: \$53,430.25**
 - Trauma Triage Plan
 - Regional Stroke Triage Plan
 - Regional EMS Plan (all items)
 - Regional MCI Plan (all items)
 - CTS Schedule
 - RSAF Awards Information
 - Quarterly meeting agendas and minutes for all committees
 - Position Vacancies (if applicable)
 - Quarterly Financial Reports
 - Third Quarter Report

- **Fourth Quarter: \$53,430.25**
 - Regional Medical Protocols (all items)
 - Regional Medication Restocking Program
 - Regional Medication Exchange Program
 - Hospital Diversion Plan
 - CISM Semi-Annual Report
 - Quarterly meeting agendas and minutes for all committees
 - Position Vacancies (if applicable)
 - Quarterly Financial Reports
 - Fourth Quarter Report

Total Contract Amount: \$213,721.00

VIII. 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 under "Vendor's Manual" on the Vendors tab.

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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 submitting their (bids/proposals), (bidders/offerors) certify 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 the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
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:** certify that their agreement are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and 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:** Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation,. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) 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.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- I. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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 services/furnish the goods and the contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The Commonwealth further reserves the right to reject any agreement if the evidence submitted by, or investigations of, such contractor fails to satisfy the Commonwealth that such contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 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:
 1. By mutual agreement between the parties in writing; or

2. 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
3. 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: Applicable for all contracts over \$10,000:

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 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 contractor 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. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- R. **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.
- S. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. **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 also be terminated by the contractor, 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. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one purchase order with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall

conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- E. EVALUATION OF CONTRACT PERFORMANCE:** The Department will conduct an annual evaluation of the Contractor.
- F. 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.
- G. 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 120 calendar days for the Executive Director, and 90 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.
 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.

H. 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.

I. 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.

J. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

K. CONTINUITY OF SERVICES:

- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-

in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed intending to be bound thereby. This Memorandum of Understanding becomes effective on the date of the last signature.

CONTRACTOR:	VIRGINIA DEPARTMENT OF HEALTH:
By:	By:
Title:	Title:
Date:	Date:

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 Contractor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.