

Lord Fairfax EMS Council, Inc.

Course Funding Contract – FY2019

for

Continuing Education Programs

and

Approved Auxiliary Courses

CONTRACT NUMBER _____

This Contract is entered into this ___ day of _____, _____ by and between the Lord Fairfax EMS Council, Inc., hereinafter referred to as the "Purchasing Agency" or the "Council" and _____ hereinafter referred to as the "Contractor." The Purchasing Agency and the Contractor are the sole Parties to the Contract and are collectively referred to herein as the "Parties."

SERVICES: Indicate the number and type of courses to be provided:

- _____ Auxiliary Course(s) as reflected on the Course Approval Request Form(s)
- _____ Combined ALS/BLS CE as reflected on the Course Approval Request Form(s)

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. **No equipment or supplies are provided under the terms of this contract, however loaner or rental equipment and/or supplies may be available.**

PERIOD OF PERFORMANCE: The period of performance for this Contract shall be from the start date up to but not to exceed 45 days from the end date of the course as stated below.

Course dates:

AUX 1 _____ From _____ through _____

Locality _____

AUX 2 _____ From _____ through _____

Locality _____

AUX 3 _____ From _____ through _____

Locality _____

AUX 4 _____ From _____ through _____

Locality _____

AUX 5 _____ From _____ through _____

Locality _____

CE 1 _____ From _____ through _____

Locality _____

CE 2 _____ From _____ through _____

Locality _____

The Contract documents shall consist of:

1. This signed form including Appendix A
2. The purchasing description which consists of the:

- a) Purpose and Background
- b) Scope of Services
- c) General Terms and Conditions
- d) Special Terms and Conditions
- e) Method of Payment and Pricing Schedule

I. **PURPOSE AND BACKGROUND:** The intent and purpose of this Contract is to establish an agreement with a qualified vendor to provide funding for continuing education (CE) programs or auxiliary courses approved by the Virginia Department of Health, Office of Emergency Medical Services (OEMS), an agency of the Commonwealth of Virginia

I. **SCOPE OF SERVICES:** The Contractor shall provide the Purchasing Agency with the services described in Appendix A of this contract.

A. The Purchasing Agency shall:

A. Process all course requests and forward all funding requests to the Council.

a. Payments shall be made no less than monthly as specified below in Section VI, Pricing Schedule after verifying required documentation as described herein.

B. The Contractor shall:

1. Submit this completed Contract with the Course Approval Request form (unless already provided) at least 10 days prior to the begin date of the course.

2. Provide the services as indicated on page 1.

3. Submit to the Council the signed Course Roster (Form TR-06) and evidence of CE credit submission according to Addendum A - Documentation Required and Schedule for Payment. Contractor must indicate the FIPS code of the locality in which the course was conducted on the Course Roster.

4. If the Contractor chooses to designate a payee other than itself in **Section VI: Method of Payment**, by signing this Contract, the Contractor certifies that the payee is a non-profit entity or locality and has agreed to receive the funds in accordance with the Contract. The Council reserves the right to request written confirmation regarding a designated payee's notification and agreement to receive the funds in accordance with the Contract and upon such request, the Contractor agrees to provide such written confirmation within ten (10) days of such request.

II. **GENERAL TERMS AND CONDITIONS:**

A. 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 Contractor shall comply with applicable federal, state, and local laws, rules, and regulations.

B. ANTI-DISCRIMINATION: By signing this Contract, the Contractor certifies to the Council that it 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. 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, § 2.2-4343.1.E).

C. CANCELLATION OF CONTRACT: The Purchasing Agency reserves the right to cancel and terminate this Contract, in part or whole, without penalty, upon 30 days written notice to the Contractor. 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.

D. The Purchasing Agency reserves the right to immediately cancel and terminate this Contract for cause if any of the following conditions are determined to have occurred:

1. For purposes of this paragraph, "for cause" includes violating the terms of this Contract, the submission of falsified records to the Purchasing Agency, or the distortion, forgery, or misrepresentation of information to the Purchasing Agency, EMS Providers, or students.
2. This Contract may be terminated if the Purchasing Agency determines that a breach exists that endangers the health, safety or welfare of the population to be served or jeopardizes the financial or programmatic provision of functions and services.

Termination for cause may result in the Purchasing Agency refusing to entertain contracts from Contractor for a period of five (5) years. If the submission of falsified records or the distortion, forgery, or misrepresentation of information is discovered after disbursement of funds, Contractor must return all funds disbursed. Nothing in this section shall be construed to prohibit the Purchasing Agency from taking legal action against the Contractor.

- E. **DEBARMENT STATUS:** By signing this Contract, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the goods and/or services covered by this Contract, nor is it an agent of any person or entity that is currently so debarred.
- F. **TESTING AND INSPECTION:** The Council reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- G. **ASSIGNMENT OF CONTRACT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Council.
- H. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend, and hold harmless the Council, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, any services of any kind or nature furnished by the Contractor, provided that such a liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- I. **MODIFICATION:** Any modifications or revisions to this Contract shall be mutually agreed upon by the Parties in writing and executed by the Parties at least 30 days prior to taking effect. The Purchasing Agency will only consider modifications as specified in **Section III: Changes to the Contract**.
- J. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Council, 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.

III. CHANGES TO THE CONTRACT: Any and all changes, modifications, or revisions to this Contract must be mutually agreed upon by the Parties. Changes can only be made to the Contract as follows:

- A. The Parties may agree in writing to modify the period of performance.
1. A contract modification request must be submitted in writing to the Purchasing Agency prior to beginning the course if changing the begin date; or be submitted prior to the course ending if changing the end date.
 2. A change in the period of performance of the Contract must coincide with a request for like changes to the Course Approval Request.
 3. The change shall be agreed to by the parties as a part of their written agreement to modify the Contract.
- B. The Parties may agree in writing to change the payee.
1. A contract modification request must be submitted in writing to the Purchasing Agency.
 2. The change shall be agreed to by the Parties as a part of their written agreement to modify the Contract.

IV. SPECIAL TERMS AND CONDITIONS:

A. **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.

V. **METHOD OF PAYMENT:** Periodic billings will be accepted. The Contract shall be paid as follows. However, the designated payee or recipient of funds set forth in this section or elsewhere in this Contract is not, and shall not be considered, a party to the contract:

1. Payment shall be processed upon receiving the following within 15 days of completion of the last course or course segment(s) included in billing:
 - a. Course Roster (OEMS form TR-06) that includes only Virginia Certified providers who successfully completed the course, or for CE, a course segment.
 - b. Evidence that CE credits have been transmitted to the Virginia Office of EMS (OEMS).
 - c. IRS Form W-9 for each designated payee (must be provided only once, with the first contract)
2. Payee will be paid as an independent contractor UNLESS the payee has been classified and paid as an employee during the current calendar year. In such case, applicable taxes will be withheld.
3. Payment shall be made payable to:

Name: _____
Address 1: _____
Address 2: _____
City State Zip: _____
Phone: _____

VI. **PRICING SCHEDULE:** The Contractor agrees to provide the services specified herein for the amount specified in the EMSTF grant program for the specified course as follows:

Payment for Category 1 CE Program(s) or Approved Auxiliary Course(s) outlined above will be processed as follows:

1. **FOR APPROVED AUXILIARY COURSES:** Upon submission of the documentation outlined in Section V. Method of Payment, the Contractor will receive \$60.00 per enrolled student who completes the course of instruction.
2. **FOR APPROVED CE COURSES:** Upon submission of the documentation outlined in Section V. Method of Payment, the Contractor will receive \$35 per hour of approved and completed instruction as shown on the OEMS Course Approval Form. Monthly progress invoices for any portion of completed contracted CE will be accepted and paid.

IN WITNESS WHEREOF, the Parties, by their signatures below, have caused this Contract to be duly executed, intending to be bound thereby.

For the Council:

For the Contractor:

Signature
Name: _____
Address: _____

Date: _____

Signature
Name: _____
Address: _____

City, ST, Zip: _____
Date: _____
e-mail: _____

ADDENDUM A TO COURSE FUNDING CONTRACT – FY 2019

Contract #

FOR CONTINUING EDUCATION PROGRAMS AND APPROVED AUXILIARY COURSES DOCUMENTATION REQUIRED AND SCHEDULE FOR PAYMENT

Required Documentation Must be Submitted on a Quarterly Basis.

Documentation Required for Payment:

- ✓ **OEMS Form TR-06 Course Roster that also indicates the FIPS code where the course was conducted and date of electronic submission to OEMS.**

NOTE: No payments will be made for any CE hours or Auxiliary courses if required documentation is received after the deadlines listed below.

Course Completion Periods	Deadline to Submit to LFEMS
July 1, 2018 - September 30, 2018	October 15, 2018
October 1, 2018 – December 31, 2018	January 15, 2019
January 1, 2019 – March 31, 2019	April 15, 2019
April 1, 2019 – June 30, 2018	July 15, 2019

APPENDIX A

Contract # _____

Course(s) included in this contract:

OEMS COURSE APPROVAL REQUEST FORMS ARE ATTACHED

OEMS COURSE APPROVAL REQUEST FORMS WERE SUBMITTED WITH PROPOSAL