

EMERGENCY MEDICAL SERVICES AUTHORITY

10901 GOLD CENTER DR., SUITE 400

RANCHO CORDOVA, CA 95670

(916) 322-4336 FAX (916) 324-2875



DATE: August 23, 2016

TO: All Potential PULSE Contractors

FROM: Howard Backer, MD, MPH, FACEP
Director

SUBJECT: PULSE Local Assistance Request for Offer (RFO) Announcement

The California Emergency Medical Services (EMS) Authority is seeking proposals for four contractors to participate in the Patient Unified Lookup System for Emergencies (PULSE) Project. Participation would include attending planning workgroup meetings, onboard to PULSE, and participate in a PULSE Drill. The PULSE solution will provide interconnectivity and exchange tools to enable health information exchange to occur between Health Information Organizations (HIOs) during disaster situations.

PULSE will connect multiple local data sources (health information organizations and health systems) to a Health Information Exchange (HIE) interoperability broker (to be separately selected). During a disaster, the web portal will be activated, enabling healthcare professionals employed by health systems or participating with HIOs to access patient records through their existing systems. Other authorized healthcare professionals will be able to access the portal via a web portal user interface using single-sign-on assertion. This project will use exchange specifications, Integrating the Healthcare Enterprise (IHE) standards, and federated directory services enabled by the California Trusted Exchange Network (CTEN).

This local assistance funding supports collaborative solutions to integrate PULSE as a critical component of the health care system into the HIE landscape consistent with Office of the National Coordinator (ONC) Grant 90IX006/01-00, awarded by the Office of the National Coordinator for Health Information Technology for PULSE +EMS.

The EMS Authority anticipates making a minimum of four competitive awards of approximately \$60,000 each. The application deadline is September 22, 2016 at 2:00 PM.

The attached RFO provides a detailed explanation of the intent, scope of work, deliverables, milestones, application and eligibility requirements, scoring criteria and timelines. Questions should be submitted in writing to Leslie Witten-Rood, Program Manager, at leslie.witten@emsa.ca.gov.

EMERGENCY MEDICAL SERVICES AUTHORITY

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RANCHO CORDOVA, CA 95670
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**REQUEST FOR OFFER****RFO #: C16-037 – Drill Participation for Patient Unified Lookup System for Emergencies (PULSE)**

Date: August 23, 2016

The California Emergency Medical Services (EMS) Authority) is seeking proposals for a minimum of four contractors to participate in the Patient Unified Lookup System for Emergencies (PULSE) Project. Participation would include attending planning workgroup meetings, onboard to PULSE, and participate in a PULSE Drill. The PULSE solution will provide interconnectivity and exchange tools to enable health information exchange to occur between Health Information Exchange organizations (HIOs) during disaster situations.

To submit an offer for these goods and/or services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment A and B. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO.

Read the attached document carefully. **The RFO due date is September 22, 2016 at 2:00 pm Pacific Time at 2:00 PM.** Responses to this RFO and any required copies must be submitted by *email, mail, or in-person*, clearly labeled to the department contact noted below.

Department Contact:

**Emergency Medical Services Authority
10901 Gold Center Drive, Suite 400
Rancho Cordova, CA 95670-6056
Attn: Lisa Vigil, Contracts Analyst**

**(916) 431-3694
Lisa.Vigil@emsa.ca.gov**

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I. General Information

The California Emergency Medical Services (EMS) Authority is seeking proposals for a minimum of four contractors to participate in the Patient Unified Lookup System for Emergencies (PULSE) Project. Participation would include attending planning workgroup meetings, onboard to PULSE, and participate in a PULSE Drill. The PULSE solution will provide interconnectivity and exchange tools to enable health information exchange to occur between Health Information Exchange organizations (HIOs) during disaster situations.

A. Background and Purpose of the RFO

When disasters occur, individuals may require medical attention from hospitals and other medical providers that do not have any previous history treating that patient. Consequently, the victim's health information, including medications, allergies, major illnesses, etc. is often unavailable to disaster volunteers, emergency responders and emergency facilities caring for them during or after a disaster, leading to suboptimal care and potential patient safety issues. To support the exchange of individuals' health information during a disaster, the EMS Authority, the Office of the National Coordinator for Health Information Technology (ONC) and the Office of the Assistant Secretary for Preparedness and Response (ASPR) have partnered to develop and deploy a Patient Unified Lookup System for Emergencies (PULSE) in the State of California.

The EMS Authority is seeking four contractors to participate in the Patient Unified Lookup System for Emergencies (PULSE) planning workgroup, onboard to PULSE, and participate in a PULSE Drill. The procurement of this service on behalf of local health information exchange organizations in California will fulfill requirements to meet objectives and deliverables associated with ONC Grant 90IX006/01-00, awarded by the Office of the National Coordinator for Health Information Technology (July 27, 2015- July 26, 2017) for PULSE +EMS.

PULSE will connect multiple local data sources (health information organizations and health systems) to a Health Information Exchange (HIE) interoperability broker. During a disaster, the web portal will be activated, enabling healthcare professionals employed by health systems or participating with HIOs to access patient records through their existing systems. Other authorized healthcare professionals will be able to access the portal via a web portal user interface using single-sign-on assertion. This project will use exchange specifications, Integrating the Healthcare Enterprise (IHE) standards, and a federated directory services enabled by the California Trusted Exchange Network (CTEN).

In addition, this project will allow disaster medical volunteers registered and logged into California Disaster Healthcare Volunteers (DHV) application to access PULSE once they have been assigned to a formally designated disaster and are preparing to treat disaster victims. DHV is the California implementation of the federal Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) system, a national registry for individuals who want to volunteer to serve during an emergency or disaster. ESAR-VHP verifies the credentials of medical volunteers regularly in advance of a disaster, which allows them to immediately serve when needed, even across state lines.

B. Key Dates

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Below is the tentative time schedule for this Grant Funding Opportunity Announcement. All times are Pacific Standard Time. Dates listed below are estimates only, and subject to change at the EMS Authority’s sole discretion.

Key Actions	Dates	Time
RFO available to Prospective Offerors	August 23, 2016	4:00 PM
Written Questions Submittal Deadline	September 2, 2016	2:00 PM
Response to Written Questions	September 9, 2016	2:00 PM
Final Date for Offer Submittal	September 22, 2016	2:00 PM
Proposal Award Date	September 30, 2016	10:00 AM

C. Eligibility

There are two categories of eligible respondents:

- 1) HIOs that are a private or public, nonprofit or for profit organization whose primary business is offering services to share health information among unaffiliated health care entities and disparate health information systems electronically.
- 2) Provider organizations that are a private or public, nonprofit or for profit organization comprising affiliated hospitals and/or clinics whose primary business is health care delivery, but have the capability to share health information among their constituents and with unaffiliated entities and disparate health care information systems.

D. System Requirements

The responding organization, or members of the responding team, must possess health information systems that:

- 1) Store protected health information and can retrieve protected health information from their participating entities upon request; and
- 2) Can share protected health information external interfaces which include the capability to:
 - a. Respond to a query for a matching patient using patient demographics.
 - b. Respond to a request for a list of C-CDA documents corresponding to such an identified matching patient, and
 - c. Respond to a request to retrieve C-CDA documents selected from that list.

The technical standards for patient matching and document query and retrieval are being determined by the PULSE Workgroup, but are likely to follow closely the eHealth Exchange specifications for Patient Discovery, Query for Documents, and Retrieve Documents.

The responding organization, or members of the responding team, must be able to provide all of the roles necessary to participate in the PULSE drill as outlined in the Statement of Work below.

The responding organization, or the team member providing health information exchange capabilities, must be a signatory to the California Data Use and Reciprocal Support Agreement (CalDURSA) or be willing to sign the CalDURSA.

The responding organization, or the team member providing health information exchange capabilities, must have onboarded to the CTEN for query-based exchange or must include tasks in the proposed project plan to complete on-boarding. Funds to support onboarding may be requested as part of this grant. More information on the onboarding process is available at: <http://www.ca-hie.org/projects/cten/onboarding>.

It is recommended, but not necessary, to include a Local EMS Authority as a team member.

II. RFO Response Requirements

This section contains instructions for the submission of a proposal.

Failure to comply with the RFO instructions may cause a proposal to be deemed non-compliant and non-responsive, thus ineligible for award.

All Contractors submitting an offer must be legally authorized to do business in the State of California throughout the term of the Agreement.

Contractors must meet all other qualifications and certifications required in this

RFO. Contractors shall have all necessary equipment and qualified personnel to perform the duties required in the Scope of Work.

A. Response Format

Format	<ul style="list-style-type: none">• Font: 12-point, Arial (excluding Excel files, original template headers and footers, and commitment or support letters)• Margins: One inch on all sides (excluding headers and footers)• Spacing: Single-spaced, with a blank line between each paragraph• Pages: Numbered and printed double-sided (when determining page limits, each printed side of a page counts as one page)• Signatures: Manual (i.e., not electronic)• Labeling: Tabbed and labeled
Page Limits	<ul style="list-style-type: none">• Proposals shall not exceed 20 pages.

B. Delivery of Offer

- 1) Email offers to Lisa.Vigil@emsa.ca.gov
- 2) Deliver (5) hard copies and (1) electronic copy of the proposals to the following address:

**Emergency Medical Services Authority
10901 Gold Center Drive, Suite 400
Rancho Cordova, CA 95670-6056
Attn: Lisa Vigil, Contracts Analyst**

- 3) By submitting this Offer, the Contractor agrees that:
 - a. Offers that reference a supplier's own terms and conditions or provisions will be considered non-responsive and will be rejected.
 - b. Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. If you do not have Internet access, a hard copy can be provided by contacting the person listed above.

- c. The State does not accept alternate contract language from a prospective contractor. An offer with such language will be rejected. The State's General Terms and Conditions are not negotiable.
- d. No oral understanding or agreement shall be binding on either party.
- e. The awarding agency reserves the right to reject all offers. The agency is not required to award.

C. Response Content

In addition to the above, responses must contain all requested information and data and conform to the format described in this section. It is the offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in the State's Scope of Work.

This RFO and the offeror's response to this document will be made part of the ordering department's procurement contract file.

All offers must include the following:

- 1) Offer Checklist (Attachment E)**
- 2) Response to State's Scope of Work (Attachment A)**

The offeror's "Statement of Work" responds to the State's Scope of Work and will be used to evaluate responsiveness to requirements. The Statement of Work needs to contain the following as appropriate:

- a. The response must include a project plan that includes:
 - 1. Tasks to be accomplished that meet the requirements of this Statement of Work,
 - 2. The schedule for each task, and
 - 3. Expected dates for all milestones and deliverables, both those identified in this Statement of Work and any others identified by the responding organization.
- b. The project plan should provide enough detail to demonstrate to the evaluator that the responding organization or responding team can successfully meet all requirements of the Statement of Work.

- c. The response must include a short narrative description of the responding organization and each of the team members, if any. The narrative should include:
 - 1. A description of the organization and its role in the team;
 - 2. A brief description of the health information system or systems that will be connected to PULSE;
 - 3. A description of the capabilities of the health information system or systems to share information, including capabilities for eHealth Exchange specifications for query-based exchange;
 - 4. Whether the organization is currently a signatory to the CalDURSA, or a statement that the organization will sign the CalDURSA if applicable; and
 - 5. The current on-boarding status for query-based exchange on the CTEN, eHealth Exchange, and/or Carequality networks.
- d. The response must include a description of the region served by the participating team members, including the approximate patient population, provider population, and geographic area.
- e. The response must include a description of how and when each milestone will be achieved. Respondents that do not achieve the required milestones will not receive payment.

3) Response to Cost Worksheet (Attachment B)

A budget that includes:

- 1. Costs associated with onboarding to CTEN
- 2. Costs associated with developing or configuring interfaces to PULSE and onboarding to PULSE
- 3. Costs associated with supporting Drill planning, including creating fictitious patient data to be used in the Drill
- 4. Costs associated with personnel participating in Drill planning and in conducting the Drill, including travel expenses to Sacramento
- 5. Costs associated with assisting in the preparation of the Final Report on the Drill and its findings

Funds may not be used to acquire or implement basic HIE capabilities, as the responding organization must already possess these capabilities to respond to the RFO.

4) Response to Match Certification (Attachment B-1)

- a. The respondent must acknowledge an understanding that a 3:1 match is required.
- b. See item D. Contract Award, below.
- c. The budget must include a plan for the match requirement. See the Match Section in Attachment B-1 – Match Certification.

5) References (Attachment C)

All offers submitted must include references (Attachment C), and they may be checked to verify work experience. If references cannot be reached using the contact information provided to the State, the offer shall be deemed not responsive and rejected. If references obtained by the State are not favorable, the State may reject the offer.

Response must include a description of the qualifications of the respondent to do the work, including:

- a. An overview of the organization and its development resources
- b. A brief description of past relevant development experience
- c. Familiarity with appropriate standards
- d. Familiarity with HIE and EMS operations
- e. An Organization Chart and brief resumes of key personnel included in the project, their role, and length of commitment during the contract.
- f. Brief representative resumes of non-key personnel included in the project

D. Contract Award

Award of a contract resulting from this RFO will be based on a best value.

This contract is contingent upon continued funding of a State HIE Program grant from the U.S. Health and Human Services Agency, Office of the National Coordinator for Health Information Technology.

1) Review of Offers for Award

Responses to this RFO will first be reviewed for responsiveness to the all requirements of Attachments A and B, and any other

Attachments. If a response is missing information required in any Attachment it may be deemed not responsive.

2) Scoring Criteria

	Description	Scoring
1	Scope of Proposal <ul style="list-style-type: none"> • Description of the proposed and ability to participate in planning workgroup, onboard to PULSE, and participate in a PULSE Drill. • Detailed work plan including milestones and measurable objectives 	30%
2	Budget <ul style="list-style-type: none"> • Budget description and justification • 3:1 match plan • Excel format 	20%
3	Readiness	20%
4	Health Information Exchange Integration Experience <ul style="list-style-type: none"> • Prior work on query-based health information activities • Success on similar projects based on: <ul style="list-style-type: none"> ▪ Effectiveness of solution ▪ Achievement of scope, on budget, on time • Staffing Plan <ul style="list-style-type: none"> ▪ Experience of key members of team (provide resumes) ▪ Team members: % of time on project during your defined stages of the project <ul style="list-style-type: none"> ▪ Knowledge of Design ▪ Knowledge of Development ▪ Knowledge of onboarding 	20%
5	Demonstrate understanding of the goals, scope and purpose for PULSE	10%

3) Period of Performance

The period of performance for this Agreement shall be Upon Approval though July 26, 2017.

4) Travel

Travel for staff will be allowed to attend a two day Drill in Sacramento California. Travel costs are based on California Department of Human Resources maximum reimbursement rates. Reimbursable rates can be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

5) Match Requirement

The applicant's match requirement is \$1 for every \$3 federal dollars awarded. In other words, for every \$3 dollars received in federal funding, the applicant must contribute at least \$1 dollar in non-federal resources toward the program's total cost. This is a soft match requirement, so the contractor may elect to meet the match requirement in the form of non-federally funded in-kind contributions. Complete the Match Certification Form (Attachment B-1).

For example, if \$100,000 in federal funds is requested, then the minimum match requirement is $\$100,000/3$ or \$33,333. If the required non-federal share is not met by the grantee, ONC will disallow any unmatched federal dollars. In preparing the proposal budget, applicants should consider these cost-sharing requirements and account for a match on their best estimate of expenditures.

6) Award and Protest

Notice of the proposed award shall be posted in a public place in the office of the EMS Authority and on the following internet site www.emsa.ca.gov for five (5) business days prior to awarding the Contract.

If any Applicant, prior to the award of agreement, files a protest with the EMS Authority on the grounds that the (protesting) proposer would have been awarded the contract had the EMS Authority correctly applied the evaluation standard in the Announcement, or if the agency followed the evaluation and scoring methods in the Announcement, the agreement shall not be awarded until either the protest has been withdrawn or the EMS Authority has decided the matter. It is suggested that you submit any protest by certified or registered mail.

Within five (5) days after filing the initial protest, those protesting shall file with the EMS Authority a detailed written statement of

issues specifying the grounds for the protest if the original protest did not contain the complete grounds for the protest.

Upon award of the agreement, the Applicant must have completed and submitted to the awarding agency the Payee Data Record (STD. 204), to determine if the Applicant is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payments shall be made unless a completed STD 204 has been returned to the awarding agency.

Upon award of the agreement, Contractor must sign and submit to the EMS Authority a Contractor Certification Clauses (CCC).

III. Attachment A – Scope of Work

To assist in the implementation of the PULSE, the EMS Authority is seeking at least four contractors to participate in the PULSE Project. Participation would include attending planning workgroup meetings, onboard to PULSE, and participate in a PULSE Drill. The PULSE solution will provide interconnectivity and exchange tools to enable health information exchange to occur between HIOs during disaster situations. The four contractors will be required to complete the following objectives:

1) Objectives

a. Participate in the PULSE Workgroup

1. Participate in the PULSE Workgroup as necessary to provide input into and understand the technical standards for PULSE integration with the respondent's health IT systems and workflow of PULSE users.

PULSE Planning is already underway through the PULSE Workgroup convened by CAHIE earlier this year. Successful respondents that have not yet participated in the PULSE Workgroup are expected to begin participation upon award. Participation post-award may be used to meet a part of the match obligation if desired.

2. Attend briefings or other organizational meetings conducted by the PULSE software vendor during October, November, and/or December to describe details of the technical standards for patient matching and document query and retrieval.

2) Onboarding to PULSE

The project must include the following activities to support Onboarding to PULSE:

- a. Review and sign the CalDURSA, if not already a signatory
- b. Onboard to the CTEN for query-based exchange, if not already onboarded.
- c. Organizations are highly encouraged to complete onboarding prior to the start of integration with PULSE in January.
- d. Develop a detailed project plan for onboarding to PULSE, based on the requirements and technical standards identified in the PULSE Workgroup and details provided by the PULSE software vendor.

- e. A high-level project plan should be included in the response. A more detailed project plan should be developed as part of this project.
- f. Design, develop, and test the technical interface to PULSE, based on the technical standards identified in the PULSE Workgroup and details provided by the PULSE software vendor
- g. Complete and test integration with PULSE in both the production and test PULSE environments.
- h. Production and test environments will be available to begin integration in January, 2017.
- i. Provide all information necessary to populate entries in CTEN Directory Services to support PULSE, as determined by the PULSE Workgroup, PULSE software vendor, and Subject Matter Expert (SME) Advisor, for both the production and test PULSE environments
- j. Complete User Acceptance Testing (UAT) of the PULSE interface in both the production and test PULSE environments

More information on the CalDURSA is available at <http://www.ca-hie.org/projects/caldursa>, and on the CTEN onboarding process at <http://www.ca-hie.org/projects/cten/onboarding>.

While it is not mandatory for the respondent system to have their own production and test environments, it is highly recommended. The PULSE Drill will be conducted using fictitious patient data which must be staged in the respondent's health information system integrated with the PULSE test environment. If the respondent uses production systems only, they must allow for staging of fictitious data in their production systems and integration of their production system with the PULSE test environment.

The respondent must maintain the interfaces to the production and test PULSE environments in good working order through the end of the project period and correct defects as they are identified. It is expected that the respondent will maintain the interfaces beyond the project period, but no funds are provided for such maintenance as part of this funding opportunity.

3) **Participating in the PULSE Drill**

The project must include the following activities to support Participating in the PULSE Drill:

- a. Work with the SME Advisor to draft PULSE Drill scenarios

- b. Work with the SME Advisor to create fictitious patient demographics and fictitious health information to be used in the PULSE Drill
- c. Stage fictitious patients and fictitious health information in the health information system integrated with the PULSE test environment
- d. Test matching of fictitious patients and retrieval of fictitious health information, in the form of Consolidated-Clinical Document Architecture (C-CDA) documents, from the health information system integrated with the PULSE test environment
- e. Participate in PULSE Drill. The PULSE Drill will be held in person in Sacramento, California, and will comprise at least:
 - 1. A readiness review conducted remotely approximately one before the Drill
 - 2. Testing of all system components that will be used in the Drill, including connectivity testing for local computers, conducted the day before the Drill at the Drill location in Sacramento
 - 3. An in-person readiness review, conducted the day before the Drill at the Drill location in Sacramento
 - 4. The Drill itself, a full-day activity conducted in person in Sacramento and comprising scenarios for various PULSE use cases as developed in collaboration with the PULSE Workgroup and PULSE SME Advisor
 - 5. An after-action review, conducted in-person the day after the Drill at the Drill location in Sacramento
 - 6. In total, the Drill comprises three days on site at the Drill location in Sacramento. All participants in the Drill must be present all three days. Travel funds to participate in the Drill may be requested as part of this grant.
 - 7. Respondents should plan to reserve time and resources for a second, backup PULSE Drill exercise, comprising all five components listed above, as a contingency. The backup Drill will be conducted if and only if the initial Drill was unsuccessful for reasons that can be corrected, such as last-minute connectivity issues, correctable systems outages, correctable systems defects, etc. Planning for the backup Drill, if necessary, will be conducted as part of the after-action review.
 - 8. Provide input to the SME Advisor to be used to draft the Final Report on Drill findings.
 - 9. Provide comments in a review of the initial draft of the Final Report on Drill findings

- f. The respondent is encouraged to suggest a method for creating fictitious patient information and fictitious health information for use in the Drill, if desired or useful in suggesting the budget required for these activities.

The respondents must provide the following skills to assist in drafting Drill scenarios:

- 1. IT professionals familiar with the technical capabilities of the health IT system integrated with PULSE
- 2. Health or IT professionals familiar with the policy and governance constraints for access to the health IT system integrated with PULSE in response to a disaster
- 3. Health or IT professionals familiar with emergency medical operations in response to a disaster

- g. The respondents must provide the following skills to assist in conducting The PULSE Drill:

- 1. IT professionals to ensure operation of the respondent's health IT systems integrated with the PULSE test environment (these professionals need not be present at the Drill site)
- 2. Project health and/or IT leadership necessary for conducting a final readiness review, observing and analyzing the Drill, and participating in the after-action review
- 3. Health professionals to fill user roles during the Drill, including triage, registration, and physician roles

4) **Funding**

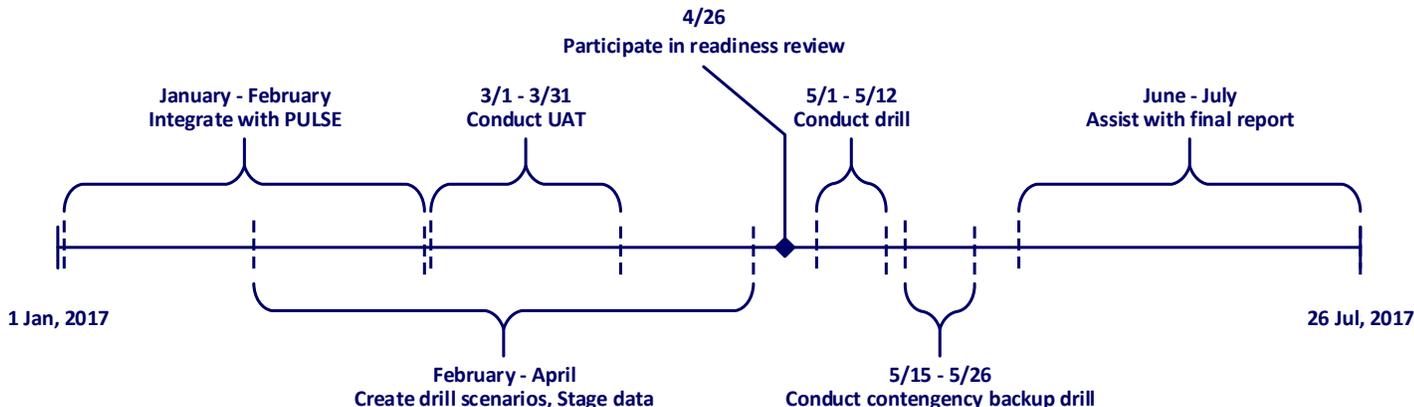
Funding may be requested for:

- a. Costs associated with onboarding to CTEN
- b. Costs associated with developing or configuring interfaces to PULSE and onboarding to PULSE
- c. Costs associated with supporting Drill planning, including creating fictitious patient data to be used in the Drill
- d. Costs associated with personnel participating in Drill planning and in conducting the Drill, including travel expenses to Sacramento
- e. Costs associated with assisting in the preparation of the Final Report on the Drill and its findings

Funds may not be used to acquire or implement basic HIE capabilities, as the responding organization must already possess these capabilities to respond to the RFO.

5) **Timeline**

PULSE Planning is already underway and the following timeline is in place:



- a. October, November, and/or December 2016 Attend briefings or other organizational meetings conducted by the PULSE software vendor during October, November, and/or December to describe details of the technical standards for patient matching and document query and retrieval.
- b. Onboard to PULSE by December 31, 2016.
- c. Participate in two day Drill in Sacramento, California On or after May 1, 2017.
- d. Complete final report to the EMS Authority by July 27, 2017.

6) **Contractor Tasks and Responsibilities**

- a. Monthly status reports against the project plan
- b. Successful testing after onboarding to PULSE, documented in a UAT Test Report
- c. Fictitious patient data to be staged in health information systems to be used for the Drill
- d. Input into and comments on the Final Report on the Drill and its findings, as coordinated by the SME Advisor

7) **Deliverables**

- a. The project must provide the following deliverables. Written documents may require one revision with the exception of progress reports.
- b. Monthly Progress / Status Reports that outline the activities during the past month, expected activities in the coming month, progress according to the schedule, risks, and mitigations.
- c. To participate in weekly webinars for PULSE workgroup.
- d. Successful testing after onboarding to PULSE, documented in a UAT Test Report.
- e. Fictitious patient data to be staged in health information systems to be used for the Drill.
- f. Input into and comments on the Final Report on the Drill and its findings, as coordinated by the SME Advisor.

8) **Acceptance Criteria**

It shall be the State's sole determination as to whether a deliverable has been successfully completed and acceptable to the State. There must be a signed acceptance document for each deliverable before invoices can be processed for payment.

Acceptance criteria shall consist of the following:

- a. Reports on written deliverables are completed as specified and approved.
- b. All deliverables must be in a format that can be used by the EMS Authority for satisfying the requirements of the ONC grant, for meeting the functional requirements of the PULSE users, PULSE administrators and for meeting the requirements of the EMS Authority to allow for PULSE to be maintained for maximum availability at the end of the ONC grant.
- c. If a deliverable is not accepted, the State shall provide the rationale in writing within five days of receipt of the deliverable or upon completion of acceptance testing period.

9) **Other Reporting Requirements**

- a. On a monthly basis, each contractor staff person shall complete a timesheet.
- b.
 - 1. The contractor will develop and provide ad hoc reports as deemed appropriate and necessary by the State.

10) **State Responsibilities**

- a. The EMS Authority will have responsibility for project management and grant management for the PULSE plus EMS program, including ONC reporting.
- b. The EMS Authority will provide access to business and technical documents as necessary for the contractor to complete the tasks identified in the department's purchase document.

IV. Attachment B – Cost Worksheet

V. Attachment B-1 – Match Certification Form

LOCAL MATCH CERTIFICATION FORM

(Business Name) certifies that there is available, or will become available prior to the encumbrance of any State funds for any work on the Project for which application for a grant has been made, the required Match from Private or Nonstate Sources.

Total Grant Amount Requested \$ _____

Sources of Private or Nonstate Match **Match Amount**

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL MATCH \$ _____

Signature of Authorized Representative **Date**

VI. Attachment C – References

OFFEROR'S REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your offer will cause your offer to be rejected and deemed non-responsive. **ONLY ONE (1) THE EMS AUTHORITY reference will be accepted to meet this requirement. Letters of recommendation are NOT acceptable as references. It is the responsibility of the offeror to ensure references are verifiable. If references provided cannot be verified by THE EMS AUTHORITY, the offer may be rejected.** List below three references for services performed within the **last five (5) years**, which are similar to the scope of work to be performed in this contract.

REFERENCE 1			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value of Cost of Service	
Brief Description of Service Provided: Please use separate sheet if necessary			

REFERENCE 2			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value of Cost of Service	
Brief Description of Service Provided: Please use separate sheet if necessary			

REFERENCE 3			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address			
Dates of Service		Value of Cost of Service	
Brief Description of Service Provided: Please use separate sheet if necessary			

VII. Attachment D –Sample Contract

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
 Emergency Medical Services Authority

CONTRACTOR'S NAME

2 The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	Page(s)
Exhibit B – Payment Provisions	Page(s)
Exhibit B-1 - Budget Detail/Narrative	Page(s)
Exhibit C* – General Terms and Conditions	GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) Page(s)
 Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions Page(s)

(i) Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.documents.dgs.ca.gov/ols/GTC-610.doc

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Emergency Medical Services Authority		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Howard Backer, MD, MPH, FACEP, Director		
ADDRESS 10901 Gold Center Dr., Ste 400, Rancho Cordova, CA 95670-6073		Exempt per:

Exhibit A

Scope of Work

Contract Scope of Work is the same as the Scope of Work for this RFO and will include the response to this RFO.

SAMPLE

Exhibit B

Payment Provisions

SAMPLE

Payment Provisions

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed in Exhibit B, titled Budget Detail, which is attached hereto and made a part of this Agreement.

Invoices shall be submitted in accordance with this agreement and Exhibit E-Sample Invoice, which is attached hereto and made a part of this Agreement.

Invoices shall include the following;

1. Agreement Number
2. Invoice Number
3. Bill To Address
4. Remittance address
5. Sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears

Submit all invoices to:

Lisa Vigil, Contracts Analyst
EMS Authority
10901 Gold Center Drive
Rancho Cordova, CA 95670-6073

If any of this information is not on the invoice, it may cause delays in payment processing.

Final Invoices must be submitted no later than sixty (60) days after the end date of this agreement.

Payment will be for actual services provided or actual costs. If the EMS Authority does not approve the invoice in accordance with identified general tasks or deliverables in this contract, payment of the invoice will be withheld by the EMS Authority and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to the EMS Authority that the Contractor has successfully completed the scheduled work for each

general task or deliverable before payment will be made.

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

SAMPLE

Exhibit B-1

Budget Detail and Narrative

SAMPLE

Budget Detail and Narrative

SAMPLE

Exhibit D

Special Terms and Conditions

SAMPLE

EXHIBIT D

Special Terms and Conditions**1. Amendments**

This agreement allows for amendments to add time for completion of specified deliverables and/or to increase funding. Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services, if such approval is required.

2. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

3. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: unforeseen circumstances that make performance of the agreement impossible such as acts of war, civil unrest, acts of governments (such as changes in law) and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

4. License and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

- A. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit

to the EMS Authority a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

- B. In the event, any license(s) and/or permit(s) expire at any time during the term of this contract; Contractor agrees to provide the EMS Authority with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

5. Inspection of Services

Services performed by Contractor under this Agreement shall be subject to inspection by the EMS Authority at any and all times during the performance thereof.

If the EMS Authority official conducting the inspection determines that the services performed by Contractor (and/or materials furnished in connection therewith) are not in accordance with the specification, the EMS Authority may, at its option, have the work performed by an alternate provider, charging the Contractor with any excess cost occasioned thereby.

6. Liability for Loss and Damages

Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due contractor under this Agreement.

7. Cancellation / Termination (SCM 7.85)

- A. This agreement may be cancelled or terminated without cause by the State by giving thirty (30) calendar days advance written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- B. Upon receipt of a notice of termination or cancellation from the State, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
- D. However, the agreement may be immediately terminated without advance notice for cause. The term “for cause” shall mean that the Contractor has committed a material breach of the provisions of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor. (Refer to GC, Exhibit C, Item 7. Termination for cause.)
- E. This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

8. Disputes

Any dispute concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the Director of the EMS Authority, who may consider written or verbal evidence submitted by the Contractor. The decision of the Director of the EMS Authority, issued in writing, shall be conclusive and binding on both parties to the contract on all questions of fact considered and determined by the Director of the EMS Authority.

9. Intellectual Property Rights

Contractor grants the State of California, EMS Authority “a non-exclusive, worldwide, irrevocable, royalty-free, nontransferable license to the use, display, and duplication for research and education purposes only, any materials, reports, training documentation and other papers describing “lessons learned” which constitute deliverable documentation due to the EMS Authority in accordance with the term of the Grant,. The deliverable documentation due under Grant Projects shall not be deemed a “work-for hire”. Contractor expressly reserve all of its intellectual property, proprietary and confidentiality rights, in and to all components of the EMS Hub, including software programs, hardware and interface architecture and design, and all documentation, training materials, reports and metrics generated pursuant to a contracts with the EMS Authority agreements, which includes all Data generated by or transmitted through the EMS Hub.

Exhibit E

Sample Invoice

SAMPLE

STATE OF CALIFORNIA
 EMERGENCY MEDICAL SERVICES AUTHORITY
 FAIT 501A (Rev. 2-2016)

	Purpose of this page is to document contractor grant expenses.	
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Budget Categories	Grant Budget	Grant Expenditures			Remaining Balance
		Current	Prior	YTD	
Personnel Expenses					
Salaries					
Total Expenses					

STATE OF CALIFORNIA
 EMERGENCY MEDICAL SERVICES AUTHORITY
 FAIT 501A (Rev. 2-2016)

Purpose of this page is to document in-kind match expenses.

Budget Categories	Match Budget	Match Expenditures			Remaining Balance
		Current	Prior	YTD	
Personnel Expenses					
Salaries					
Total In-Kind Match Contributions					

Certification

The undersigned official certifies that the above contribution types and amounts, as well as the individual section justifications reflect an accurate and true documentation of the in-kind contributions provided to the above-referenced grant contract. The undersigned further certifies that all items documented as in-kind contributions were provided to meet the goals and objectives of the applicable grant program and meet the requirements of the funded project.

Signature of Authorized Representative

Date



Purpose of this page is to document contract personnel expenses.

Contract Personnel Costs

Last Name	First Name	Monthly Salary	Work Hours in Month	Hourly Rate	Project Hours	Salary Costs	Retirement	OASDI /Medicare	Health & Welfare	Workers Compensation	Benefit Costs
1.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.		\$ -	0	\$ -	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals						0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Contract Personnel Benefit Rates

Last Name	First Name	Retirement	OASDI /Medicare	Health & Welfare	Workers Compensation	Total
1.		0.00%	0.00%	0.00%	0.00%	0.00%
2.		0.00%	0.00%	0.00%	0.00%	0.00%
3.		0.00%	0.00%	0.00%	0.00%	0.00%
4.		0.00%	0.00%	0.00%	0.00%	0.00%
5.		0.00%	0.00%	0.00%	0.00%	0.00%
6.		0.00%	0.00%	0.00%	0.00%	0.00%
7.		0.00%	0.00%	0.00%	0.00%	0.00%
8.		0.00%	0.00%	0.00%	0.00%	0.00%
9.		0.00%	0.00%	0.00%	0.00%	0.00%
10.		0.00%	0.00%	0.00%	0.00%	0.00%
11.		0.00%	0.00%	0.00%	0.00%	0.00%
12.		0.00%	0.00%	0.00%	0.00%	0.00%
13.		0.00%	0.00%	0.00%	0.00%	0.00%
14.		0.00%	0.00%	0.00%	0.00%	0.00%



Instructions for completing EMSA's Contractor Reimbursement Invoice



Work Sheet Name
Invoice (Cover)

Directions

Invoice Information - Complete Cells:

Contractor Information (Name and Address) - Complete Cells in Box:

Contract Number - Update:

*Advance Payments (up to 25%) - Enter advance amounts, *only if applicable*:

Contractor Authorization - Print and Sign:

Cell Numbers

K3, K4, K5, K6

A8 - C12

Line 14-15 for Contract Number

C27, E27, G27

A35 - K39

Invoice - Page 2 (Expenses)

Contract Budget - Complete Cells:

Personnel Expenses - Do Not update (*formula driven*):

Operating Expenses - Complete Cells for actual expenses incurred by budget category:

**Prior Expenses* - Move cumulative total of all current charges to prior expense columns as applicable and update cells:

C9, C10, C14 - C27

E9 - E10

E14 - E27

G9, G10, G14 - G27

Invoice - Page 3 (Personnel)

Contract Personnel Costs - Complete Cells:

Contract Personnel Costs - Complete row 8 through row 20 for additional staff, if applicable:

Contract Personnel Costs - Do not update (*formula driven*):

Contract Personnel Costs - Actual hours spent on this project - Complete Cells:

Contractor Personnel Benefit Rate - Actual rates that can be supported by payroll records for

Retirement/OASDI/Medicare/Health & Welfare/Workers Compensation - Complete Cells:

B7, C7, D7, E7

through B20, C20, D20, E20

G7 - G20

H7 - H20

D25 - H25 through D38 - H38

VIII. Attachment E – Offer Checklist

Offer Checklist
RFO # C16-037

	1. Offer Checklist
	2. Response to State’s Scope of Work (Attachment A)
	3. Response to Cost Worksheet (Attachment B)
	4. Response to Match Certification (Attachment B-1)
	5. References (Attachment C)