**DATE:** September 10, 2018

**TO:** Local EMS Agency Administrators

**FROM:** Howard Backer, MD, MPH, FACEP

Director

**SUBJECT:** +EMS Local Assistance Grant Funding Opportunity Announcement

The California Emergency Medical Services Authority (EMSA) is seeking proposals from Local EMS Agencies (LEMSAs) for projects to develop and implement interoperable health information exchange between emergency ambulance service providers and hospitals/electronic health records via health information exchange organizations (HIOs).

This funding is made available through the California Department of Health Care Services as part of a CMS 90/10 Funding and CARESTAR Foundation matching funds.

This local assistance grant funding opportunity supports collaborative solutions to integrate EMS as a critical component of the health care system into the health information exchange (HIE) landscape consistent with State directions from California Department of Health Care Services.

Each project proposal must be submitted by a LEMSA, which will hold the contract if selected, and must include commitments to participate from emergency ambulance service providers and EMS receiving hospitals in the LEMSA’s jurisdiction and at least one regional health information organization.

EMSA anticipates making multiple awards totaling approximately $8 million. The application deadline is October 30, 2018. Projects are expected to begin in January 2019 and be completed no later than September 30, 2021. Late proposals will be accepted but they will receive a lower priority for funding. As further funding becomes available, grant funding opportunities will be made available.

The attached Grant Funding Opportunity 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, HIE in EMS Project Manager, at [leslie.witten@emsa.ca.gov](mailto:leslie.witten@emsa.ca.gov) or mailed to the address above.

**Emergency Medical Services Authority**

**Grant Funding Opportunity Announcement**

September 10, 2018

You are invited to submit a local assistance grant proposal for development and implementation of a locally based +EMS Health Information Exchange. Proposals are due by **5 p.m. PST October 30, 2018**.

Proposals must be submitted by mail and electronic mail, to:

**California Emergency Medical Services Authority**

**10901 Gold Center Drive, Suite 400**

**Rancho Cordova, CA 95670-6056**

**Attn: Leslie Witten-Rood, HIE in EMS Project Manager**

[**leslie.witten@emsa.ca.gov**](mailto:leslie.witten@emsa.ca.gov)

Awards are anticipated to be made on or about November 15, 2018.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum. Read the attached document carefully. To submit a valid proposal, you must comply with the instructions contained in this document. By submitting a proposal, your organization agrees to the terms and conditions stated in this invitation.

**Period of Performance**

The period of performance shall be upon approval though September 30, 2021. There will be no extensions beyond the contract end date and all deliverables must be submitted before that date.

**Amount**

Total amount available for the +EMS projects will be approximately $8 million. The Emergency Medical Services Authority anticipates that there will be multiple awards at various levels of funding.

Table of Contents

[I. INTRODUCTION 4](#_Toc437603656)

[**A.** **Purpose and Description of Services** 4](#_Toc437603657)

[**B.** **Match Requirement** 5](#_Toc437603658)

[**C.** **Key Action Dates** 6](#_Toc437603659)

[**D.** **Award and Protest** 6](#_Toc437603660)

[**E.** **Key Words/Terms** 7](#_Toc437603661)

[II. ELIGIBILITY REQUIREMENTS 7](#_Toc437603662)

[**A.** **Applicant Requirements** 7](#_Toc437603663)

[III. APPLICATION ORGANIZATION AND SUBMISSION INSTRUCTIONS 8](#_Toc437603664)

[**A.** **Application Format** 8](#_Toc437603665)

[**B.** **Application Delivery** 8](#_Toc437603666)

[**C.** **Application Terms and Conditions** 9](#_Toc437603667)

[**D.** **Application Content** 9](#_Toc437603668)

[**E.** **Scope of Work** 11](#_Toc437603669)

[**F.** **Deliverables** 14](#_Toc437603670)

[**G.** **Rights in Data** 16](#_Toc437603671)

[**H.** **Payments** 16](#_Toc437603672)

[**I.** **Measurable Objectives/Milestones Required for Payment** 16](#_Toc437603673)

[**J.** **Acceptance Criteria** 17](#_Toc437603674)

[**K** **Other Reporting Requirements** 17](#_Toc437603675)

[**L.** **State Responsibilities** 17](#_Toc437603676)

[IV. Evaluation and Award Process 17](#_Toc437603677)

[**A.** **Evaluation** 17](#_Toc437603678)

[**B.** **Notice of Award** 18](#_Toc437603679)

[**C.** **Scoring Criteria** 18](#_Toc437603680)

[V. ATTACHMENT 20](#_Toc437603681)

[**A.** **Sample Contract** 21](#_Toc437603682)

# **I. INTRODUCTION**

Emergency Medical Services (EMS) is an integral part of the health care system - actions taken by EMS providers at the scene and enroute to the hospital affect outcomes, quality of care and patient satisfaction. Health Information Exchange (HIE) allows providers in the field to appropriately access and securely share a patient’s vital medical information electronically.

Currently, few EMS systems are connected to a health information exchange or other electronic health/medical records system. There are many challenges to sharing of EMS data, including funding, proprietary systems, and a lack of collaboration. EMSA is working to overcome those challenges and support providers, health information organizations, vendors, and local EMS agencies in creating the infrastructure necessary for secure two-way exchange between EMS and hospitals, and other health care providers and facilities.

EMS providers and hospitals are both covered entities and have electronic patient health information. The transmission of treatment, payment, and operations (TPO) information between covered entities, about a specific patient is allowed under HIPAA and the California Health and Safety Code.

The funds will be used to develop and onboard health information technology projects over three years for technology and infrastructure to give EMS providers in the field access to send and receive, find and use critical patient information to improve patient care.

**A. Purpose and Description of Services**

The Emergency Medical Services Authority (EMSA) is seeking proposals from Local EMS Agencies (LEMSAs) to develop and implement a locally based system for interoperable health information exchange between EMS providers and hospitals via health information exchange organizations (HIOs). This local assistance grant opportunity supports collaborative solutions to integrate EMS as a critical component of the health care system into the health information exchange (HIE) landscape consistent.

The “+EMS” system concept, consisting of SEARCH, ALERT, FILE, and RECONCILE functionality, establishes interoperability and exchange of clinically relevant patient information during daily emergency medical treatment and transport. It allows EMS providers to: 1) SEARCH for a limited data set such as previous encounters, health problems, medications, allergies and advance directives, such as Physician’s Order for Life Sustaining Treatment (POLST), at the patient’s side using demographic information; 2) ALERT the receiving hospital as to the patient’s status prior to transport or enroute to the hospital in the form of a visualization tool providing key patient metrics for the call and transport in progress often displayed on a dashboard in the hospital emergency department; 3) FILE the electronic patient care report information into the longitudinal patient record as discrete data, including as an EMS Continuity of Care Document; and 4) RECONCILE a limited set of outcome and billing information from the patient’s hospital record (ADT Messages) and discharge summary, back into the EMS electronic patient care report (ePCR) for quality analysis and system improvement.

This local assistance grant opportunity seeks a solution to the deliverables for implementation of +EMS for daily EMS exchange in California, coordinated through a local EMS agency, which includes, at a minimum one emergency 9-1-1 ambulance provider, one hospital, and one Regional HIO.

The selected projects will implement principles of health information exchange interoperability for EMS to improve clinical decision making and transitions of care between ambulance and hospital healthcare providers and support longitudinal patient records.

Successful completion of the grant objectives and milestone reporting will occur through direct collaboration with EMSA, LEMSAs, ambulance service providers, and receiving hospitals. This project will be completed during the grant period and is anticipated to remain operational after the grant period ends as a locally-sustained capability with support from ambulance providers, and hospitals.

**B. Match Requirement**

No match is required for this grant funding opportunity.

**C. Key Action Dates**

Below is the tentative time schedule for this Grant Funding Opportunity Announcement. Dates listed below are estimates only, and subject to change at EMSA’s sole discretion.

|  |  |  |
| --- | --- | --- |
| **Key Actions** | **Dates** | **Time** |
| Application Released to Prospective Applicants | September 10, 2018 | 5:00 p.m. |
| Date for Proposal Submittal | October 30, 2018 | 5:00 p.m. |
| Evaluation Process Completed | November 15, 2018 | TBD |
| Notice of Intent to Award | November 22, 2018 | TBD |
| Proposal Award Date | December 2018 | NA |

**D. Award and Protest**

Notice of the proposed award shall be posted in a public place in the office of EMSA and on the following internet site [www.emsa.ca.gov](http://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 EMSA on the grounds that the (protesting) proposer would have been awarded the contract had EMSA 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 EMSA 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, the protesting Applicant shall file with EMSA 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 EMSA a Contractor Certification Clauses (CCC).

**E. Key Words/Terms**

| **Word/Term** | **Definition** |
| --- | --- |
| Applicant | The respondent to this solicitation |
| Application | An applicant’s formal written response to this solicitation |
| CEMSIS | California Emergency Medical Services Information System |
| Days | Days refers to calendar days |
| EHR | Electronic Health Record |
| EMS | Emergency Medical Services |
| EMSA | California Emergency Medical Services Authority |
| ePCR | Electronic Patient Care Report |
| HIE | Health Information Exchange: The secure sharing (location, identification, sending, requesting, receiving, and/or publishing) of health information among unaffiliated entities electronically using national standards. |
| HIO | Health Information Organization: An organization whose primary business is establishing policies and offering HIE services for health information sharing among otherwise unaffiliated organizations. |
| LEMSA | Local Emergency Medical Services Agency |
| NEMSIS | National Emergency Medical Services Information System |
| NOPA | Notice of Proposed Award, a public notice that identifies award recipients |
| ONC | Office of the National Coordinator |
| PULSE | Patient Unified Lookup System for Emergencies |
| Project Manager | The person designated by the applicant to oversee the project and to serve as the main point of contact for EMSA |
| Recipient | The recipient of an award under this solicitation |
| Solicitation | This entire document, including all attachments and exhibits (“solicitation” may be used interchangeably with “grant funding opportunity”) |
| State | State of California |

# **II. ELIGIBILITY REQUIREMENTS**

**A. Applicant Requirements**

**1. Eligibility**

1. The prime applicant submitting the application must be a LEMSA. However, contracting may be directly with participants identified by the LEMSA, including non-profit Regional HIOs.
2. Applications must represent a coalition of participants including:
   1. At least one emergency 9-1-1 ambulance provider,
   2. At least one hospital offering emergency department services,
   3. At least one Regional HIO, or equivalent entity serving that functional aspect.
3. The adoption of electronic Patient Care Reports (ePCR), in a NEMSIS 3/HL7 format, by ambulance providers is required to provide timely electronic patient information to hospitals. The ePCR system must use NEMSIS 3-compliant products.
4. LEMSAs selected to receive funding for this project must be submitting data to the California EMS information System.

# **III. APPLICATION ORGANIZATION AND SUBMISSION INSTRUCTIONS**

**A. Application Format**

|  |  |
| --- | --- |
| **Format** | * **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** | * **Proposals shall not exceed 20 pages.** |
| **Number of Copies of the Application** | * **Five (5)** hard copies mailed (including one copy with original signatures) * **Must email an electronic version of application including attachments.** |

**B. Application Delivery**

Mail or deliver proposals to the following address:

**California Emergency Medical Services Authority**

**10901 Gold Center Drive, Suite 400**

**Rancho Cordova, CA 95670-6056**

**Attn: Leslie Witten-Rood, HIE in EMS Project Manager**

[**leslie.witten@emsa.ca.gov**](mailto:leslie.witten@emsa.ca.gov)

**C. Application Terms and Conditions**

1. **By submitting a Proposal, the Applicant agrees that:**
2. Proposals that reference an applicant’s own terms and conditions or provisions will be considered non-responsive and will be rejected.
3. 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>.
4. 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.
5. No oral understanding or agreement shall be binding on either party.
6. The awarding agency reserves the right to reject all proposals. The agency is not required to award.
7. Proposals 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.
8. Proposals must contain all requested information and data and conform to the All proposals must be submitted (received by the department, not post marked) under sealed cover and sent to the Emergency Medical Services Authority by dates and times shown in the above listed Key Action Dates.

**It is the sole responsibility of the Applicant to verify receipt of the submitted proposal.**

**D. Application Content**

1. The proposal responds to the State’s Scope of Work and must map each task/deliverable item back to the Scope of Work. The response must include any additional information necessary to explain how the applicant intends to meet the State’s requirements.
2. The proposal should include the following sections as appropriate:
3. Abstract: (no greater than 1 page).
4. Preparedness to Achieve HIT for EMS: Description of the coalition’s preparedness to complete the grant requirements within the grant period including use of NEMSIS 3 implementation, ePCR and EHR software in use, existing health information exchange integration and query-based HIE activities, and Regional HIO CTEN participation (query).
5. Service Area: A description of the served area, including the approximate population and geographic area, the number of hospitals with emergency departments in the area, the number of ambulance companies responding to emergency 9-1-1 calls in the area, and an approximate number of 9-1-1 calls in served area.
6. Proposed Scope of Work: Description of proposed work with methodology for achieving SEARCH, ALERT, FILE and RECONCILE functionality and the proposed participants. Use Charts A and B as a sample of the minimum information required to identify the proposed system participants.
7. Work Plan: A work plan that provides enough detail to demonstrate to the evaluator that the applicant and responding team can successfully meet all requirements and includes the following:
8. Tasks to be accomplished.
9. The schedule for each task.
10. Expected dates of and plan for reporting on metrics, milestones, and deliverables.
11. Baseline number (current), denominator (all potential), target number of both emergency ambulance providers and EMS receiving hospitals.
12. A list of coalition participants, short descriptions of their capabilities, and roles in the project. Commitment to execute Service Level Agreements among participants.
13. The project team including all participants and their role.
14. A description of how each milestone metric will be achieved. Respondents that do not achieve the required milestone metrics will not receive payment. Organizations should consider the risk of this project.
15. Any other requirements shown in the Scope of Work document.
16. Budget: A budget summary, narrative and justification. Include a proposed detailed line item budget
17. Letters of support: Support letters from project participating entities (ie hospitals, HIO, emergency medical services providers). (Not included in 20-page limit)

**E. Scope of Work**

Applicant shall implement a locally-based, electronic patient lookup system for emergency ambulance providers and establish secure, bidirectional movement of electronic patient health information with hospitals for daily emergency medical services (called +EMS). This locally based system will provide four functional benefits.

* First, paramedics and EMTs on ambulances will be able to access individual patient information relevant to an emergency case to enhance clinical decision making for individual patients.
* Second, hospital emergency departments receiving real-time patient information through a dashboard will lead to improved clinical decision support and creating an environment where time sensitive treatments can be expedited through advance notification, such as in the areas of trauma, chest pain, or stroke.
* Third, the integration of electronic pre-hospital care records into the hospital (EHR) will allow clinical care providers in both rural and urban communities across the continuum to support a more comprehensive, longitudinal, integrated patient record for seamless transitions of care.
* Fourth, patient outcome data will be returned to EMS providers for quality and system improvement.

**Infrastructure Onboarding:**

The project must include the following activities related to infrastructure onboarding:

* Local EMS Agencies should identify the target number of ambulance providers and EMS receiving hospitals that will be the subject of the health information technology for EMS grant activities.
* Emergency Ambulance Providers are the primary provider that targeted for SEARCH, ALERT, FILE, RECONCILE (SAFR) functionality. Other ambulance providers and ALS non-transport providers may also be included. The requested target is for no less than 80% of Emergency Ambulance Providers in a LEMSA area to achieve SAFR functionality.
* EMS Receiving Hospitals are the required target for Alert, File, and Reconcile functionality as these will assist the hospital in meeting their Meaningful Use Stage 2 and 3 requirements. The requested target is for no less than 80% of hospitals in a LEMSA area to achieve AFR functionality.
* Integration with no less than one Regional Health Information Organization (or alternative query service).

**Milestones and Metrics:**

The following measurable objectives for each Emergency Ambulance Provider and EMS Receiving Hospital are proposed:

1. Adoption Phase:

* Contract with the Regional Health Information Organization (RHIO) that will serve as the “hub” for patient query information. Alternative “hub” functionality may serve as the methodology to achieve SEARCH functionality.
* Develop service level agreements for health information exchange on-boarding between the RHIO and ambulance providers and hospitals.
* Identify the specific EMS providers and hospitals that will be on-boarded (as noted in the tables below).
* Demonstrate successful Adoption of SEARCH and ALERT functions among all stakeholders in production. Success is defined as at least one SEARCH with a patient match, retrieval of health information for at least one matched patient, and ALERT reporting of important patient information for at least one patient on a hospital ED dashboard. The metric is measured per participant.

1. Exchange Phase:

* Demonstrate SEARCH functionality with minimum of 50% usage and 30% match success, or retrieval success, by paramedics of identified pre-hospital patients for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times for which a patient is searched for, and a patient is successfully identified or for which information is successfully retrieved from the RHIO or other clinical system by the ePCR, divided by the number of new patient encounters created in the ePCR during a 1-month period. The metric is measured per participant.
* Demonstrate ALERT functionality with minimum of 80% usage (on patients to be transported to a defined hospital) for 3 consecutive months (measured on a monthly basis). Success is defined as success of at least one patient match, retrieval of health information for at least one matched patient, and reporting of critical patient information for at least one patient in a hospital ED dashboard. The metric is measured per participant.

1. Interoperability Phase:

* Demonstrate FILE functionality with minimum of 40% usage per record (on transported patients to a defined hospital) for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record created in the ePCR is successfully transmitted to the HIO and/or hospital EHR, matched to a patient, and incorporated as structured information. The metric is measured per participant.
* Demonstrate RECONCILE functionality with minimum of 40% usage per record (on transported patients) for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record (ADT) is successfully transmitted from the hospital EHR to the ePCR, matched to a patient and encounter, and incorporated as structured information. Hospital discharge summaries also qualify and are encouraged. The metric is measured per participant.

1. Data and Analytics Phase:

* Evaluate and report usage during the SEARCH and ALERT and the FILE and RECONCILE phases on monthly basis.
* Submit prehospital data and hospital outcome information on matched patients to EMSA.
* Evaluate performance measures that involve pre-hospital and hospital data elements.
  + Outcome Measurements should be proposed by the LEMSA
  + EMS Core Measures
  + EMS Provider Primary Impression-Diagnosis Accuracy
  + EMT Provider Primary Impression Treatment Protocol Compliance

1. Reporting Phase:

* The project must also provide the following additional deliverables:
  + Monthly progress reports against the project plan.
  + A final report documenting the project objectives, implemented solution, and overall accomplishments.

**Health Information Technology for EMS**

**+EMS Metrics Summary**

|  |  |  |
| --- | --- | --- |
| **Type** | **Measurements** | **Threshold** |
| **STRUCTURE (Adoption)** | Connections Made (Adoption)   * % Emergency Ambulance Providers * % of EMS Receiving Hospitals * HIE/HIO Connected (for SEARCH Query) | 80%  80%  Yes |
| **PROCESS (Exchange and Interoperability)** | Search (Exchange)\*\*   * % Usage * % Patient Match * % CCD Returned * POLST Record Returned * EMS * Hospital   Alert (Exchange)   * % Usage Dashboard Display * Evaluate Drug-Drug and Drug-Allergy interactions (by Hospital)   File (Interoperability)   * % Records Filed in Structured Format   Reconcile (Interoperability)   * % Records (ADT and hospital discharge summaries) returned to ePCR System | 50%  30%  --  --  HIE MU Stage 3 (M3)  80% Required  Clinical Decision Support MU Stage 3 (M2)  HIE MU Stage 3 (M2)  40% Required  40% |
| **OUTCOME** | % Primary Impression – Diagnosis Agreement (ADT-DG1 segments where PV2-12 =”E”  (Consider Over Triage and Under Triage components)   * Trauma * Heart Attack/STEMI * Stroke * Sepsis * Diabetic Emergency * Respiratory Distress * Other (As Proposed)   % Patients Transported to ED Disposition (PV1-36)   * Admitted * Discharged * Transferred   % Protocol Compliance (If DG1, then test Pre-Hospital Treatment protocols)   * Trauma * Heart Attack/STEMI * Stroke * Sepsis * Diabetic Emergency * Respiratory Distress * Other (As proposed)   Time in Hospital   * Admission Date (ADT PV1-44) * Discharge Date (ADT PV1-45)   Core Measures and Dashboard for Interventions   * Trauma * Heart Attack/STEMI * Stroke * Sepsis * Diabetic * Opioid Overdose * Other (As proposed) | Clinical Decision Support MU Stage 3 (M1) -  5 Measures Required |

**G. Rights in Data**

In general, recipients own the rights in data resulting from a grant-supported project or program. However, the Notice of Award may indicate alternative rights, e.g., under a cooperative agreement or based on specific programmatic considerations as stated in the applicable program announcement or solicitation. Except as otherwise provided in the Notice of Award, any publications, data, or other copyrightable works developed under an HHS grant may be copyrighted without prior approval.

For this purpose, “data” means recorded information, regardless of the form or media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other research data.

Protected patient health information is not considered data for the purposes of this section.

**H. Payments**

Payments as a reimbursement are allowed for services performed under this contract, not less than ten (10) percent of the contract amount shall be withheld pending final completion of the contract, and receipt and acceptance by EMSA of any final reports required under the contract. However, for those contracts that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task.

**I. Measurable Objectives/Milestones**

1. Adoption
2. Entering into Service Level Agreements between HIO, ambulance, hospitals, and or vendors as required
3. Testing of required functionality for SEARCH, ALERT, FILE, and RECONCILE functions
4. Exchange
5. Onboard SEARCH and ALERT functions with ePCR and transmission to hospital ED dashboard
6. Usage of SEARCH capability on 50% of patients in pre-hospital setting
7. Transmission of 80% of eligible records from the field to the emergency department during ALERT phase
8. Interoperability
9. File (and Reconcile) functions between ePCR and EHR
10. Incorporation of external information from EMS ePCR to Hospital
11. Transmission of 40% of eligible records between the emergency ambulance provider and the hospital during FILE and RECONCILE phases

**J. Acceptance Criteria**

1. 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.
2. Acceptance criteria shall consist of the following:
3. Reports on written deliverables are completed as specified and approved.
4. All deliverables must be in a format that can be used by the State.
5. 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.

**K Other Reporting Requirements**

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

**L. State Responsibilities**

1. EMSA will have responsibility for project management and grant management for the +EMS program.
2. EMSA will provide access to business and technical documents as necessary for the contractor to complete the tasks identified in the department’s purchase document.
3. Provide access to subject matter experts for consultation via the Statewide HIE in EMS Advisory Committee.

# **IV. Evaluation and Award Process**

**A. Evaluation**

1. EMSA will pre-review all eligible proposals (i.e., those that are received in the time and manner prescribed) to determine which ones meet the following criteria specified in this proposal. If a response is missing any of this information, it may be deemed not responsive.
2. Application received by the specified due date and time in the “Key Activities Schedule”.
3. Application includes a project abstract.
4. Application contains letters of support.
5. Applications that pass the pre-review stage will then be submitted to the Evaluation Committee for review and scoring based on the Scoring Criteria in Section C of this Part.

**B. Notice of Award**

Award of a local assistance contract resulting from this grant opportunity will be based on a best value. This contract is contingent upon award and continued funding of the State HIT for EMS Program.

* + 1. **Scoring Criteria**

|  |  |  |
| --- | --- | --- |
|  | **Description** | **Maximum Points** |
| 1 | **Preparation to achieve completion of HIT for EMS grant within grant period**   1. Progress towards NEMSIS 3 2. Existing health information exchange integration activities 3. Prior work on query based health information activities 4. Estimated completion dates and realistic timeline 5. Regional HIO CTEN Participation (Query) | 20 |
| 2 | **Scope of Proposal**   * Description of the proposed project * Coalition participants * Project team * Impact of project/broad participation   + Size of area population   + # of hospitals participating out of # of eligible hospitals and % of area EMS transports received by participating hospitals.   + # of ambulance services participating out of # of ambulance services eligible and % of area EMS transports conducted by EMS provider participants. * Implementation of SEARCH, ALERT, FILE and RECONCILE functionality * Detailed work plan including measurable objectives and milestones (Adoption, Exchange, and Interoperability) * Plan for measuring metrics, reporting milestones and deliverables | 50 |
| 3 | **Budget**   * Budget summary, narrative and justification * Amount * Detailed Budget * Cost/value | 20 |
| 4 | **Commitment of participants, including regional HIO**   * Letters of support * Commitment to submit NEMSIS 3 data to EMSA * Commitment to sign a participation agreement. | 10 |
|  | **TOTAL** | 100 |

# **V. ATTACHMENT**

**A. 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 | | | | | | | | | | |
|  |  | | | | | | | | | | |
|  | CONTRACTOR'S NAME | | | | | | | | | | |
|  |  | | | | | | | | | | |
| 2. | The term of this | |  | | through | |  | | |  | |
|  | Agreement is: | |  | | | | | | | | |
|  | | | | | | | | | | | |
| 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. | | | | | | | | | | | |
|  | | | | | | | | | | |
|  | | This contract is awarded based on an Interagency Agreement. | | | | | | |  | |
|  | | Exhibit A Scope of Work | | | | | | |  | |
|  | | Exhibit B Budget Detail and Payment Provisions | | | | | | |  | |
|  | | Exhibit B-1 Cost Sheet | | | | | | |  | |
|  | | Exhibit C\* General Terms and Conditions | | | | | | |  | |
|  | | Exhibit D Special Terms and Conditions (Attached hereto as part of this agreement) | | | | | | |  | |
|  | | Exhibit E Sample Invoice | | | | | | |  | |
| 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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx*](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx) | | | | | | | | | | |
|  | | | | | | | | | | |
| **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 | | | | | | | |  | | |
|  | | | | | | | |
| BY *(Authorized Signature)*  ✍ | | | | DATE SIGNED*(Do not type)* | | | |
| PRINTED NAME AND TITLE OF PERSON SIGNING | | | | | | | | Exempt per: |  | |
|  | | | | | | | |  | | |
| ADDRESS | | | | | | | |
|  | | | | | | | |

1. Project Summary

The California Emergency Medical Services (EMS) Authority is seeking proposals for local assistance grants to implement interoperable health information exchange between EMS providers and hospitals via health information exchange organizations (HIOs).

1. Project Locations

Emergency Medical Services Authority located at 10901 Gold Center Drive, Suite 400, Rancho Cordova, CA 95670.

1. Agreement Term

Upon Approval – July 30, 2017

1. Project Representatives

The project representatives during the term of this agreement will be:

|  |  |
| --- | --- |
| State Agency | Emergency Medical Services Authority |
| Section/Unit | Administrative Unit |
| Attention |  |
| Address | 10901 Gold Center Dr, Ste 400  Rancho Cordova, CA 95670-6073 |
| Phone |  |
| Fax |  |
| E-Mail |  |

|  |  |
| --- | --- |
| Contractor |  |
| Name |  |
| Phone |  |
| Fax |  |
| E-Mail |  |

Direct all administrative inquiries to:

|  |  |
| --- | --- |
| State Agency | Emergency Medical Services Authority |
| Section/Unit |  |
| Attention |  |
| Address | 10901 Gold Center Dr, Ste 400  Rancho Cordova, CA 95670-6073 |
| Phone |  |
| Fax |  |
| E-Mail |  |

|  |  |
| --- | --- |
| Contractor |  |
| Section/Unit |  |
| Attention |  |
| Address |  |
| Phone |  |
| Fax |  |

1. Specifications
2. General

The California Emergency Medical Services (EMS) Authority is seeking proposals for local assistance grants to implement interoperable health information exchange between EMS providers and hospitals via health information exchange organizations (HIOs).

1. Description of Work

The following measurable objectives for each Emergency Ambulance Provider and EMS Receiving Hospital (as applicable) are proposed:

1. Adoption Phase:

* Contract with the Regional Health Information Organization (RHIO) that will serve as the “hub” for patient query information. Alternative “hub” functionality may serve as the methodology to achieve SEARCH functionality.
* Develop service level agreements for health information exchange on-boarding between the RHIO and ambulance providers and hospitals.
* Identify the specific EMS providers and hospitals that will be on-boarded (as noted in the tables below).
* Demonstrate successful Adoption of SEARCH and ALERT functions among all stakeholders in production. Success is defined as at least one SEARCH with a patient match, retrieval of health information for at least one matched patient, and ALERT reporting of important patient information for at least one patient on a hospital ED dashboard. The metric is measured per participant.

1. Exchange Phase:

* Demonstrate SEARCH functionality with minimum of 50% usage and 30% match success, or retrieval success, by paramedics of identified pre-hospital patients for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times for which a patient is searched for, and a patient is successfully identified or for which information is successfully retrieved from the RHIO or other clinical system by the ePCR, divided by the number of new patient encounters created in the ePCR during a 1-month period. The metric is measured per participant.
* Demonstrate ALERT functionality with minimum of 80% usage (on patients to be transported to a defined hospital) for 3 consecutive months (measured on a monthly basis). Success is defined as success of at least one patient match, retrieval of health information for at least one matched patient, and reporting of critical patient information for at least one patient in a hospital ED dashboard. The metric is measured per participant.

1. Interoperability Phase:

* Demonstrate FILE functionality with minimum of 40% usage per record (on transported patients to a defined hospital) for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record created in the ePCR is successfully transmitted to the HIO and/or hospital EHR, matched to a patient, and incorporated as structured information. The metric is measured per participant.
* Demonstrate RECONCILE functionality with minimum of 40% usage per record (on transported patients) for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record (ADT) is successfully transmitted from the hospital EHR to the ePCR, matched to a patient and encounter, and incorporated as structured information. Hospital discharge summaries also qualify and are encouraged. The metric is measured per participant.

1. Data and Analytics Phase:

* Evaluate and report usage during the SEARCH and ALERT and the FILE and RECONCILE phases on monthly basis.
* Submit prehospital data and hospital outcome information on matched patients to EMSA.
* Evaluate performance measures that involve pre-hospital and hospital data elements.
  + Outcome Measurements should be proposed by the LEMSA
  + EMS Core Measures
  + EMS Provider Primary Impression-Diagnosis Accuracy
  + EMT Provider Primary Impression Treatment Protocol Compliance

1. Reporting Phase:

* The project must also provide the following additional deliverables:
  + Monthly progress reports against the project plan.
  + A final report documenting the project objectives, implemented solution, and overall accomplishments.

C. Deliverables

1. The project must achieve and report on the metrics described in the scope of work and based upon the accepted work plan.
2. During the Adoption Phase, entering into Service Level Agreements between ambulance, hospitals, Regional HIO, and/or vendors as required for your project.
3. During the Adoption Phase, demonstrate successful implementation of SEARCH and ALERT functions among all required stakeholders in production.
4. During the Exchange Phase, demonstrate successful SEARCH metrics during a 3-month reporting period, with no less than the required success rate by the final month of the reporting period, achieved by the final month of the reporting period.
5. During the Exchange Phase, demonstrate successful ALERT metrics during a 3-month reporting period, with no less than the required success rate, achieved by the final month of the reporting period.
6. During the Interoperability Phase, demonstrate successful FILE metrics during a 3-month reporting period, with no less than the required success rate, achieved by the final month of the reporting period.
7. During the Interoperability Phase, demonstrate successful RECONCILE metrics during a 3-month reporting period, with no less than the required success rate, achieved by the final month of the reporting period.
8. The project must also provide the following additional deliverables:
9. No less than quarterly progress reports against the project plan.
10. A final report documenting the project objectives, implemented solution, and overall accomplishments.
11. Travel

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.

**Budget Detail and Payment Provisions**

1. **Invoicing and Payment**
2. 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-1, titled Cost Sheet, which is attached hereto and made a part of this Agreement.
3. 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.
4. Invoices shall include the Agreement Number, company name and remittance address, 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 to:

Lisa Vigil, Contracts Analyst

Emergency Medical Services Authority

10901 Gold Center Drive

Rancho Cordova, CA 95670-6073

916-431-3694

[lisa.vigil@emsa.ca.gov](mailto:annie.luyen@emsa.ca.gov)

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

1. Final Invoices must be submitted no later than sixty (60) days after the end date of this agreement.
2. 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.
3. **Budget Contingency Clause**
4. 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.
5. 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.
6. **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.

**COST SHEET**

**Important Considerations**

The rates, set forth below in clear legible figures, shall be binding for the term of the Agreement and shall include the cost of insurance, State sales tax, and every other items of expense, direct or indirect, incidental to the Agreement total.

|  |  |
| --- | --- |
| Company Name (Printed) |  |
| Signature of Person Authorizing Pricing |  |
| Printed Name and Title of Person Signing |  |
| Date |  |

Exhibit C

General Terms and Conditions (GTC)

GTC 610

Please Note: This page will not be included with the final Agreement. The General Terms and Conditions, GTC 610, will be included in the Agreement by reference to Internet site:

<http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

**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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **Cancellation / Termination (SCM 7.85)**
2. 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.
3. 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.
4. 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.
5. 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.)
6. 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.
7. **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.

**Sample Invoice**

**Contractor**

**Address**

**City, State, Zip**

Contract Number:

For the Period Covering:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Total Budget** | | **Expenditures This Period** | | **Expenditures To Date** | **Budget Balance** | |
| **List description of charge by date** |  | |  | |  |  | |
|  |  | |  | |  |  | |
|  |  | |  | |  |  | |
|  |  | |  | |  |  | |
|  |  | |  | |  |  | |
|  |  | |  | |  |  | |
|  |  | |  | |  |  | |
| **Total** |  | |  | |  |  | |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Amount Requested:** | $ | |  |  |  |  |  |
| **Total Requested to Date:** | $ | |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms, conditions, laws, and regulations governing its payment. | | | | | | | |
|  | | | | | | |  |
| Contractor Signature | | | | | | |  |

**+EMS Local Assistance Grant Funding Opportunity Announcement**

**SAMPLE SUMMARY CHARTS**

**EMS/ Emergency Ambulance Providers (List all in LEMSA Area)**

Ambulance Provider Name

# Transport Units

# Annual Responses

EHR Vendor

Proposed Grant Participant (Yes/No)

% of Emergency Ambulance Providers Proposed to participate

% of Total Emergency Responses

**EMS Receiving Hospitals (List all in LEMSA Area)**

EMS Receiving Hospital Name

Base Hospital (Yes/No)

# Annual ambulance transports received

EHR Vendor

Proposed Grant Participant (Yes/No)

% of EMS Receiving Hospitals Proposed to participate

% of Total Ambulance Transports Received

**CHART A**

**SAMPLE**

**EMS/ Emergency Ambulance Providers (List all in LEMSA Area)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Ambulance Provider Name** | **Location (City)** | **# Transport Units** | **#**  **Annual Emergency Responses** | **EHR Vendor** | **Proposed Grant Participant (Yes/No)** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Summary**

% of Emergency Ambulance Providers Proposed to participate (Participants/ total ambulance providers)

% of Total Emergency Responses (Volume of Participating Providers/Total Emergency Responses)

**CHART B**

**SAMPLE**

**EMS Receiving Hospitals (List all in LEMSA Area)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **EMS Receiving Hospital Name** | **Location (City)** | **Base Hospital (Yes/No)** | **#**  **Annual Ambulance Transports Received** | **EHR Vendor** | **Proposed Grant Participant (Yes/No)** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Summary**

% of EMS Receiving Hospitals Proposed to participate (Participants/ total EMS Receiving Hospitals)

% of Total Ambulance Transports Received (Volume of Participating Providers/Total Ambulance Transports Received)