

COMMONWEALTH OF VIRGINIA
REGIONAL EMERGENCY MEDICAL SERVICES COUNCIL STANDARD CONTRACT

- I. **PURPOSE:** The intent and purpose of this contract is to establish an agreement with a qualified vendor to provide technical assistance and services to the Virginia Department of Health, Office of Emergency Medical Services (OEMS), an agency of the Commonwealth of Virginia to provide services as a regional EMS council at the regional level. This will also allow for greater access to services by providers and agencies within the regional communities. The state designated Regional Emergency Medical Services Councils are more familiar with EMS providers, agencies, EMS physicians, nurses and other contributors within their designated service area and can provide the most appropriate services to meet the needs of their communities.
- II. **BACKGROUND:** In accordance with § 32.1-111.11 of the Code of Virginia, the Contractor must be designated by the Virginia Board of Health as a Regional Emergency Medical Services Council, which shall be authorized to receive and disburse public funds; develop and implement a regional emergency medical services delivery system; implement and revise, as needed, a regional emergency medical services plan in cooperation with the Virginia Board of Health; and required to match state funds with local funds obtained from private or public sources in the proportion designated by regulations of the Virginia Board of Health. The Contractor shall comply with all provisions of the Virginia Emergency Medical Services Regulations, referenced Guidelines and Procedures, Administrative Policy and Procedures, and related Health Laws of Virginia
- III. **SCOPE OF SERVICES:** The contractor shall provide all labor, materials, supervision, equipment, and supplies necessary to provide the following services:
- A. **Regional Infrastructure**
1. Regional EMS Council Office - The Contractor shall maintain a business office within the service delivery area that is open and staffed during normal business hours, Monday through Friday, 9:00 a.m. through 5:00 p.m. Alternate office hours must be approved in writing by OEMS.
 2. For all positions listed below which are funded in full or in part by the Office of EMS, a copy of the position descriptions shall be provided to OEMS by October 1, 2006 or within 30 days of any personnel or position description changes.
 - a) Executive Director
 - b) Training/Program Coordinator
 - c) Administrative Assistant/Office Manager

3. The Contractor must notify OEMS when a vacancy occurs in any position(s) funded by this contract, in whole or in part. If a position(s) remains vacant for more than three months, funding for the position(s) will be prorated as liquidated damages and adjustments will be made to future payments under said contract.

4. Documentation and Reporting: The Contractor shall submit all documentation and reports to the OEMS through the contract administrator in the time frame and method specified.
 - a) The Contractor shall include the OEMS and the EMS Program Representative(s) within their designated service area in all mailings from the Contractor to EMS agencies, providers, hospitals or localities within the service area.
 - b) The contractor shall provide a copy of the annual financial audit report for the previous fiscal year no later than December 31, 2006.
 - c) Program reports shall be developed and provided to the Contractor's Board of Directors, and other interested parties on a quarterly basis, reflecting progress related to the Contractor's annual work plan. Reports should be submitted to the OEMS utilizing the OEMS computer system "Lotus Notes" no later than 30 days after the last day of each quarter.
 - d) The Contractor shall also submit a final annual report. The final annual report shall contain a concise narrative description of activities, achievements, completed objectives and explanations for failure to achieve any objectives. The final annual report shall also include a report of all unexpended funds and documentation of satisfaction of matching funds requirement (25% match required for state grant monies). The final report shall define the source and amount of matching funds.
 - e) The Contractor shall provide the OEMS with the minutes from every meeting of the governing board and all committees by utilizing the OEMS computer system "Lotus Notes" within 30 days following the meeting.
 - f) The Contractor shall provide the OEMS a current roster of standing committee/sub regional unit members. This information shall be updated yearly during the first quarter by utilizing the OEMS computer system "Lotus Notes".
 - g) The Contractor shall provide the OEMS with all current regional policies, by-laws, procedures and protocols. The Contractor shall submit to the OEMS an updated copy in an electronic format prior to the implementation of any changes or updates.

- h) The Contractor shall submit three (3) copies of all informational or educational materials developed in whole or in part with state funds to the OEMS.
 - i) Any materials produced in whole or in part with state funds, shall contain the following statement: "Funding for this project provided by the Virginia Department of Health, Office of Emergency Medical Services."
5. FEES: The Council may charge fees commensurate with actual costs for the provision of specific projects required by the contract, i.e. workshops, etc. Otherwise, the provision of services included in this contract will be provided by the Council within the amount of funds provided in this contract.
6. STATE COMMITTEE RESPONSIBILITIES: The Contractor shall have representation (executive director, board member, staff or other), unless excused by the Chairperson, at each of the scheduled meetings of the:
- a) Regional EMS Council Executive Directors Group.
 - b) State EMS Advisory Board.
 - c) Assigned state committees.

B. *Regional Medical Direction*

1. Regional Medical Director
- a) The council shall develop a Scope of Services for the Regional Medical Director that is consistent with responsibilities listed under the Virginia EMS Regulations 12 VAC 5-31-1890.
 - b) The Contractor shall provide OEMS with a signed copy of the current RMD contract by July 1, 2006 and any future revised contracts within 30 calendar days of the change.
 - c) The Regional Medical Director shall comply with all Virginia EMS Regulations (12 VAC 5-31).
2. Regional Medical Protocols
- a) The Contractor shall review and revise the BLS and ALS Medical Protocols as necessary on an annual basis for all levels of EMS Certification by May 1, 2007. All protocols shall be posted on the contractor's Web site the EMS Protocols
 - b) The Contractor shall provide OEMS with an electronic copy of any revised BLS and ALS Medical Protocols for all levels of EMS certifications by May 1, 2007.
 - c) The Contractor shall notify the EMS providers, EMS agencies, EMS physicians, local governments and hospitals

located in the service delivery area by May 1, 2007 that the protocols are posted on the contractor's Web site.

- d) The Contractor shall distribute the protocols as necessary to all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area by using printed materials, disks, CD or other media by May 1, 2007. The Contractor will also send a copy of the printed materials, disks, CD or other media to OEMS by May 1, 2007.
- e) The contractor must provide a copy of each invoice from vendors for printing or duplication services upon project completion or no later than May 1, 2007. These costs are non-reimbursable and are included in this contract

3. Regional Medication and EMS Supplies Restocking Program

- (1) The Contractor shall update and revise as necessary and publish a regional medication and EMS supplies restocking plan by April 1, 2007. The plan must meet all current federal regulations and describe the region's restocking arrangement between the hospitals and EMS agencies located in the service delivery area.
- (2) The Contractor shall provide OEMS with a copy of the plan or other supporting documentation that this function has been initiated.

4. Regional Medication Kit Exchange Program

- (1) The Contractor shall review and revise as necessary and coordinate a regional medication kit exchange program for the hospitals and EMS agencies located in the service delivery area by April 1, 2007.
- (2) The Contractor shall provide OEMS with a copy of the agreement, plan or other records as supporting documentation that this function has been initiated.

C. *Regional Planning*

1. Regional EMS Plan

- a) The Contractor shall review and revise the Regional EMS Plan as necessary by February 1, 2007 using the current edition of the Regional EMS Councils Strategic and Operational Planning Guides and Templates provided by OEMS. It is expected an integrated planning approach will be utilized that involves the use of the contractor's board of directors, committee(s), small task force, and/or staff persons to develop the plan. The Contractor will develop and review, as necessary the Regional EMS Plan. The

Contractor must demonstrate the plan includes but is not limited to:

- (1) Review of the mandates given the Regional EMS Councils
 - (2) Analysis of the strengths, weaknesses, opportunities and threats (SWOT) of EMS in the region.
 - (3) Translate the work of the planning committee into a vision for your region.
 - (4) Create a mission statement that briefly describes why the Regional EMS Council exist.
 - (5) List four to five core strategies with strategic initiatives that will help accomplish the vision and mission.
- b) The Contractor shall provide OEMS with the revised Regional EMS Plan electronically by February 1, 2007
 - c) The Contractor shall notify the EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area by February 1, 2007 that the Regional EMS Plan is posted on the contractor's Web site.
 - d) The Contractor will distribute the plan to all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area by using printed materials, disks, CD or other media by February 1, 2007. The Contractor will also send a copy of the printed materials, disks, CD or other media to OEMS by February 1, 2007.
 - e) The contractor must provide a copy of each invoice from vendors for printing or duplication services upon project completion or no later than February 1, 2007. These costs are non-reimbursable and are included in this contract.

2. Trauma Triage Plan

- a) **Annual Review** - The contractor shall maintain and update the Regional Trauma Triage Plan on an annual basis and provide OEMS with an updated Regional Trauma Triage Plan electronically no later than March 1, 2007. The Regional Trauma Triage Plan shall be developed in accordance with Appendix A of "Pre-hospital and Inter-hospital State Trauma Triage Plan, September 2005." The OEMS Trauma/Critical Care Coordinator will provide Appendix A upon request.
 - (1) For the purposes of the trauma triage plan, maintaining the Trauma Triage Plan is defined as posting the plan on the council's web page, providing copies on an as requested basis, providing educational

assistance as requested and providing minor updates on an as needed basis.

(2) An example of minor changes includes demographic changes, such as a new hospital, closing of an EMS agency, or changes to services offered by agencies or facilities.

b) **Triennial Review/Major Update** - The contractor shall revise their Trauma Triage Plan triennially beginning fiscal year 2007 (July 1, 2006 through June 30, 2007).

(1) Revise the plan by forming a committee that represents all participants in the EMS response. Use the template provided in the Pre-hospital and Inter-hospital State Trauma Triage Plan to perform a comprehensive review and revision of the regional plan. .

(2) The Contractor shall notify all EMS agencies, local governments, EMS physicians, the applicable regional medical control center(s), and hospitals within its service delivery area no later than May 1, 2007 that the Regional Trauma Triage Plan update/revision is posted on the contractor's Web site.

(3) The Contractor shall distribute the plans, when revisions are performed, to all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area by using printed materials, disks or CD's no later than May 1, 2007. The Contractor will also send a copy of the printed materials, floppy disks, or CD to OEMS no later than May 1, 2007.

c) The contractor must provide a copy of each invoice from vendors for printing or duplication services upon project completion or no later than May 1, 2007. These costs are non-reimbursable and are included in this contract.

3. Regional EMS MCI (Disaster/WMD) Plan - The contractor shall select one of the three options that most appropriately fits their level of involvement in designing or coordinating the Regional EMS MCI (Disaster/WMD) Plan. The contractor has selected the following option:

a) **Option One** – Primary MCI Planner - The contractor serves as the lead agent and has the primary responsibility to research, design, implement, coordinate, distribute and update/review a plan. The Contractor shall review and revise as necessary the Regional EMS MCI (Disaster/WMD) Plan by May 1, 2007 giving all EMS

agencies, hospitals, and stakeholders the opportunity to participate in the review process. An outline of the proposed EMS plan must be approved by the OEMS Emergency Operations Manager prior to starting extensive updates or revisions.

- (1) The Contractor shall provide OEMS with copies of all meeting agendas, attendance records, minutes, and other documentation showing participation and accomplishments in reviewing, revising and updating Regional EMS MCI Plans.
- (2) The Contractor shall provide OEMS with the reviewed and/or revised Regional EMS MCI (Disaster/WMD) Plan, electronically, by May 1, 2007.
- (3) The Contractor shall notify all EMS agencies, local governments, EMS physicians, regional medical control center(s) and hospitals within its service delivery area by May 1, 2007 that the Regional EMS MCI (Disaster/WMD) Plan is posted on the contractor's Web site.
- (4) The Contractor will distribute the plan to all EMS agencies, local governments, EMS physicians, and hospitals within its service delivery area by using printed materials, disks, CD or other media by May 1, 2007. The Contractor will also send a copy of the printed materials, disks, CD or other media to OEMS by May 1, 2007.
- (5) The contractor must provide a copy of each invoice from vendors for printing or duplication services upon project completion or no later than May 1, 2007. These costs are non-reimbursable and are included in this contract

4. Surge Capacity Plan The contractor shall attend and actively participate in regional surge capacity planning or similar meeting(s) and provide a copy of minutes and/or a written report as part of their quarterly reports as required by this contract. The contractor will contact the OEMS Emergency Operations Manager to identify their regional representative(s) to find out when the meeting(s) will be held. The OEMS Emergency Operations Manager will provide a list of regional representatives upon request.

5. The contractor shall submit an after action report in a format provided by OEMS after an event that requires activation of the EMS MCI plan or the Regional Surge plan.

D. ***Regional Coordination***

1. Regional General EMS Performance Improvement (PI) Program also referred to as Quality Assurance, Quality Improvement and Quality Management.
 - a) The contractor shall develop, revise, and maintain a region wide Performance Improvement Plan (PIP) for general EMS responses. The plan is to be submitted to OEMS no later than May 1, 2007 for the upcoming fiscal year of July 1, 2007 through June 30, 2008 (FY08). The EMS PIP will include, at a minimum, the following:
 - (1) Outline of an organized PI program to examine the care of pre-hospital patients. The plan should look towards improving patient care through;
 - (a) monitoring/assessing adherence to patient care protocols,
 - (b) monitoring/assessing EMS system issues,
 - (c) identifying educational needs of EMS providers,
 - (d) identifying methods of resolving issues (patient care and system related)
 - (e) Report how identified performance issues were resolved or improved.
 - (2) Provide a schedule and topics for quarterly, region wide, PI projects to be conducted by the contractor and individual EMS agencies. (i.e. 1st Qtr. 2007, PI will focus on compliance with chest pain protocol, a trauma related project and complete documentation of patient refusals).
 - (3) A PI based method of reporting significant events and outcomes of EMS responses. This method shall provide a well known method of reporting these events, a method of developing an action plan and a method of resolving the event.
 - (4) The PIP shall include the regional PI committee membership, objectives of the committee and rules for participation in the meetings. The committee composition should include representation from OMDs, hospitals within the region and a diversity of EMS Agencies.
 - b) The Contractor shall coordinate a regional PI program.

- (1) The contractor shall develop and distribute a PI template for EMS agencies to use to establish or maintain their own PI programs for general EMS responses. The contractor shall seek approval from OEMS when completing the template. The template should include:
 - (a) a schedule and topics for three PI projects each quarter,
 - (b) a method to submit quarterly PI project results to the regional PI committee.
 - (c) a method of reporting significant events to the regional PI Committee
- c) The contractor will provide technical assistance to EMS agencies to assist them in complying with State EMS regulations related to quality management reporting. The contractor shall encourage all EMS agencies within their region to submit patient care data for regional performance improvement initiatives and to meet state PI reporting requirements.
- d) The Contractor shall conduct quarterly PI specific meetings, as defined in regional PI plans.
 - (1) The regional PI committee should review the findings of individual agency PI programs, as well as, address any significant events that have occurred.
 - (2) Develop action plans to improve identified issues, e.g. training specific to issue.
 - (3) Develop a method of evaluating action plan.
 - (4) Demonstrate resolution of identified issues, e.g. new or revised patient care protocols.
- e) The contractor shall submit the following items to OEMS no later than May 1, 2007 for the current fiscal year of July 1, 2006 through June 30, 2007 (FY07):
 - (1) An agenda, roster of attendees, and minutes for all quarterly PI meetings
 - (2) A copy of the PIP
 - (3) A copy of the template PIP plan provided to EMS Agencies
 - (4) Evidence of EMS agency involvement in the PIP .
 - (a) If the agenda and minutes of quarterly meetings do not reflect the identification of PI issues, then evidence of plans to correct the PI issues and final resolution shall be submitted

2. Regional Trauma Performance Improvement (TPI) Program also referred to as Quality Assurance, Quality Improvement and Quality Management. (QA/QI/QM)
 - a) The contractor shall develop/revise/maintain a region wide Trauma Performance Improvement Plan (TPIP) in compliance with the “Pre-hospital and Inter-hospital State Trauma Triage Plan, September 2005” for trauma related EMS responses. The plan is to be submitted to OEMS no later than May 1, 2007 for the upcoming fiscal year of July 1, 2007 through June 30, 2008 (FY08). The TPIP will include, at a minimum, the following:
 - (1) An outline of an organized trauma PI program to examine the care and triage of pre-hospital and inter-hospital trauma patients. The plan should look towards improving patient care and triage through:
 - (a) Monitoring/assessing adherence to patient care protocols,
 - (b) Monitoring/assessing compliance with trauma triage plans,
 - (c) Monitoring/assessing system issues,
 - (d) Identifying educational needs,
 - (e) Identifying methods of resolving issues (patient care and system issues)
 - (f) Report how identified performance issues were resolved or improved.
 - (2) Provide a schedule and topic for a quarterly, region wide, PI project to be conducted by the contractor and individual EMS agencies.
 - (3) A PI based method of reporting significant trauma related events (compliments or criticisms of EMS trauma responses). This method shall provide a well known method of reporting significant events to the TPI Committee, a method of developing an action plan and a method of resolving the event.
 - (4) The TPIP shall include the regional TPI committee membership, objectives of the committee and rules for participation in the meetings. The committee composition should include representation from OMDs, designated trauma center(s), non designated hospital(s) within the region and a diversity of EMS Agencies.
 - b) The Contractor shall coordinate a regional TPI program.
 - (1) The contractor shall develop and distribute a TPI template for EMS agencies to use to establish or

maintain their own PI programs for trauma responses. The contractor shall seek approval from OEMS when completing the template. The template should include:

- (a) a schedule and topic for a trauma PI project each quarter,
 - (b) a method to submit quarterly TPI project results to the regional PI committee.
 - (c) a method of reporting significant events to the regional TPI Committee
- c) The contractor will provide technical assistance to EMS agencies to assist them in complying with State EMS regulations related to quality management reporting. The contractor shall encourage all EMS agencies within their region to submit patient care reporting data for regional performance improvement initiatives and to meet state reporting requirements.
- d) The Contractor shall conduct quarterly TPI specific meetings, as defined in the regional trauma plans.
- (1) The regional TPI committee should review the findings of individual agency trauma related PI programs, as well as, address any significant events that have occurred.
 - (2) Develop action plans to improve identified issues, e.g. training specific to issue
 - (3) Develop a method of evaluating the action plan
 - (4) Demonstrate resolution of identified issues, e.g. new or revised patient care protocols.
- e) The contractor shall submit the following items to OEMS no later than May 1, 2007 for the current fiscal year of July 1, 2006 through June 30, 2007 (FY07):
- (1) an agenda, roster of attendees, and minutes for all quarterly TPI meetings
 - (2) a copy of the TPIP
 - (3) a copy of the template TPIP plan provided to EMS Agencies
 - (4) Evidence of EMS agency involvement in the TPIP.
- If the agenda and minutes of quarterly meetings do not reflect the identification of PI issues, then evidence of plans to correct the PI issues and final resolution shall be submitted.

- f) The Regional QA/QI Program may be addressed by separate EMS and Trauma committees or by a combined committee.
3. Regional Information and Referral
- a) The Contractor shall provide assistance regarding EMS issues to any EMS providers, EMS agencies, hospitals, other health care providers, public safety officials or the general public located in the service delivery area as necessary.
 - b) The Contractor shall maintain an interactive Web site and shall update the Web site within seven days of information changes. The contractor shall post on their Web site at a minimum all plans, protocols and other relevant documents as required in this contract.
4. Rescue Squad Assistance Fund (RSAF) Grant Program
- a) The contractor shall promote grant writing and review assistance services to the EMS agencies one month prior to the grant submission deadline with electronic and/or hard copy notifications. The contractor shall assist EMS agencies to review and write RSAF grant applications when requested and request assistance from the OEMS Grants Manager when appropriate.
 - b) The contractor shall promote services to assist EMS agencies to submit grants electronically. The contractor shall send electronic and/or hard copy notifications to the EMS agencies one month prior to the grant submission deadline.
 - c) The Contractor shall conduct regional reviews and grading of RSAF grants in accordance with the regulations and policies governing the RSAF Grant Program.
 - (1) The Contractor shall conduct two review and grading sessions during the contract period and submit the regional grades and recommendations electronically by the deadlines specified in the regulations and policies governing the RSAF Grant Program.
 - (2) The Contractor shall notify each agency or organization that has submitted a RSAF grant application of the specific regional grant review meeting time and agenda.
 - (a) The meeting shall be open to the public.
 - (b) Minutes of the meeting shall be recorded and kept on file by the contractor for a period of five years.

- (3) The Contractor shall ensure that each application is reviewed consistently by the regional council's grant review committee and assigned a numerical grade and a narrative of comments using the OEMS grading criteria.
- (4) The contractor shall rank no less than the top three grant applications in order of priority for each planning district and submit by e-mail to the grants administrator or designated staff.

5. Critical Incident Stress Management (CISM) Program

- a) The Contractor shall maintain an OEMS Accredited Regional CISM Team, in accordance with the guidelines stipulated in the Virginia Accreditation of Regional CISM Teams Policy Manual by October 1, 2006. OEMS will provide an updated Virginia Accreditation of CISM Teams Policy by August 1, 2006. The Contractor shall comply with all OEMS policies and procedures regarding CISM
- b) The Contractor shall send their semi-annual statistical reports electronically to the OEMS CISM Coordinator by
 - (1) July 31, 2006 for the reporting period January 1 through June 30, 2006
 - (2) January 31, 2007 for the reporting period July 1 through December 31, 2006.
- c) The Contractor shall provide a written up-to-date CISM team operating policy as specified in the Virginia Accreditation of Regional CISM Teams policy by October 1, 2006. The policy shall include required applicant qualifications, membership requirements, meeting requirements, training requirements and team activation/deployment guidelines. It shall also include a description of the team members' offices and their respective duties, travel reimbursement policies, general program administration and a list of team members. The policy must be written using the OEMS approved template.

6. Regional EMS Awards Program

- a) The Contractor shall conduct an OEMS approved Regional EMS Awards Program to include a ceremony (luncheon, dinner, picnic, etc.) that is unique and separate to recognize all regional EMS award nominees and the \$1,000 Regional Scholarships for High School Seniors no later than September 30 of each contract year.
 - (1) The program shall be titled as the (insert name of Regional EMS Council) EMS Awards Program and

cannot be referred to as the Governor's EMS Awards.

- (2) The Regional EMS Awards program shall have the same 11 categories and criteria as those offered in the Governor's EMS Awards program, and include the Regional Scholarship Award. The contractor may offer other Regional EMS Awards; however, these cannot be entered in the Governor's EMS Awards program.
 - (3) The contractor shall use the Office of EMS approved electronic nomination form for the Regional EMS Awards program. This form shall not be changed, other than to add new regional categories. Any new regional categories must be listed after the 11 Governor's EMS Awards and the Regional Scholarship Award. Categories shall be listed in same order as on the approved form.
 - (4) The contractor shall schedule and publicize the Regional EMS Award Program and the \$1,000 Regional Scholarships for High School Seniors. This shall include, but not be limited to posting information on the Regional EMS Council Web page and targeted promotional mailings (electronic and/or hard copy) to every EMS agency, EMS instructor, EMS physician and hospital emergency department in the Regional Council's area.
 - (5) The contractor shall give each regional first place winner an award approved by the Regional EMS Directors Group.
- b) The contractor shall assure that regional nominations are judged and forward the 11 regional first place winners' nomination forms, Regional Scholarship award and photos on a disc or in hard copy(ies) as determined by OEMS to the Office of EMS for entry into the Governor's EMS Awards program by August 2 of each contract year.
- (1) The contractor shall appoint a committee to select the regional winners.
 - (2) The contractor shall provide complete information on each Regional EMS Awards winner and the Regional Scholarship Award winner that will allow the State EMS Advisory Board Selection Committee to make an appropriate selection. If necessary, the contractor shall acquire and provide more information for the Regional EMS Awards or Regional Scholarship Award winner before submitting it to the Governor's EMS Awards

Program or EMS Advisory Board Youth Scholarship Award Program.

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

7. Regional EMS Instructor Network

- a) The contractor shall conduct a minimum of two meetings during the contract period for the purpose of discussing regional educational performance improvement, issues surrounding the educational component of EMS training, EMS instructor administrative requirements and Consolidated Test Site (CTS) concerns by May 1, 2007.
- b) The contractor shall notify all EMT Instructors, ALS Coordinators, OEMS Division of Educational Development, OEMS Program Representatives, and Emergency Operations Instructors of the meetings. Meeting notices will be sent at least 30 days prior to each meeting date and include a prepared agenda.
- c) The meeting must be set up for face-to-face EMS instructor networking.
- d) An agenda, roster of attendees and minutes shall be submitted to OEMS no later than 30 days following the meeting.

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

1. The Contractor shall establish a minimum of one, OEMS approved, Consolidated Testing facility within its service delivery area in accordance with the guidelines stipulated in the OEMS Consolidated Test Site Policies and Procedures manual.
2. The Contractor shall submit to OEMS the Consolidated Testing schedule for the next Fiscal Year (July 1, 2007– June 30, 2008) by February 1, 2007.
3. The Contractor shall publish the OEMS approved Consolidated Testing schedule on their Web site by March 1, 2007.
4. The Contractor shall provide a copy of the OEMS approved Consolidated Testing schedule to each EMT – Instructor within its service delivery area by March 15, 2007.
5. The Contractor shall register testing candidates for each Consolidated Testing Site in accordance with the guidelines stipulated in the OEMS Consolidated Test Site Policies and Procedures manual or as authorized by OEMS.

6. The Contractor shall adhere to all the guidelines stipulated in the OEMS Consolidated Test Site Policies and Procedures manual.

F. *Regional Category One Continuing Education Program*

1. The Contractor shall promote the availability of BLS and ALS Continuing Education that satisfies category one requirements within each planning district during the contract period.
2. The Contractor shall submit to OEMS the Web site address of the current schedule of CE programs available within the region for the contracted fiscal year no later than August 1, 2006.

G. Evaluator Training

1. Regional Council Director – please describe the deliverables and a time line for the project as show in projects above.

H. Mass Fatality Training

1. Regional Council Director – please describe the deliverables and a time line for the project as show in projects above.

III. GENERAL TERMS AND CONDITIONS:

A. VENDORS MANUAL: This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”

B. APPLICABLE LAWS AND COURTS: This contract and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

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

public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By signing this contract, Contractor certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the

antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. CLARIFICATION OF TERMS: If the Contractor has questions about the specifications or other contract documents, the Contractor should contact the Purchasing Agency whose name appears on the face of the contract no later than five working days before the due date. Any revisions to the contract will be made only by addendum issued by the Purchasing Agency.

I. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be

payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

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

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

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

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and

profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

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

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

Q. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this

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

IV. SPECIAL TERMS AND CONDITIONS:

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

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

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

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

E. EVALUATION OF CONTRACT PERFORMANCE: The OEMS will conduct an annual evaluation of the Contractor.

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

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