

EMERGENCY MEDICAL SERVICES AUTHORITY

10901 GOLD CENTER DR., SUITE 400

RANCHO CORDOVA, CA 95670

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



DATE: August 31, 2016

TO: All Potential PULSE Operator

FROM: Howard Backer, MD, MPH, FACEP
Director

SUBJECT: Health Information Exchange (HIE) systems, and operating the Patient Unified Lookup System for Emergencies (PULSE)

PULSE Local Assistance Request for Offer (RFO) Announcement

The California Emergency Medical Services (EMS) Authority is seeking proposals for a contractor to serve as the Operator of the Patient Unified Lookup System for Emergencies (PULSE). The PULSE Operator will receive the PULSE system that includes interoperability components to search for, retrieve, and display health information for evacuees and victims during a disaster. The PULSE Operator will have the responsibility for establishing secure test and production hosting environments for the PULSE system, installing and testing its functionality in both environments, integrating with external systems.

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

This local assistance funding supports collaborative solutions to integrate PULSE as a critical component of the health care system into the health information exchange HIE landscape consistent with the Office of the National Coordinator (ONC) Grant 90IX006/01-00, awarded by the Office of the National Coordinator for Health Information Technology for PULSE +EMS. The EMS Authority anticipates making a single, competitive award of up to \$312,000. The application deadline is September 26, 2016 at 2:00 pm Pacific Time.

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

EMERGENCY MEDICAL SERVICES AUTHORITY

10901 GOLD CENTER DR., SUITE 400
RANCHO CORDOVA, CA 95670
(916) 322-4336 FAX (916) 324-2875

**REQUEST FOR OFFER****RFO #: C16-039****Patient Unified Lookup System for Emergencies (PULSE) Operator**

Date: August 31, 2016

The California Emergency Medical Services (EMS) Authority is seeking proposals for a contractor to serve as the Operator of the Patient Unified Lookup System for Emergencies (PULSE). The PULSE Operator will receive the PULSE system that includes interoperability components to search for, retrieve, and display health information for evacuees and victims during a disaster. The PULSE Operator will have the responsibility for establishing secure test and production hosting environments for the PULSE system, installing and testing its functionality in both environments, integrating with external systems.

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

Read the attached document carefully. **The RFO due date is September 26, 2016 at 2:00 pm Pacific Time at 2:00 PM.** Responses to this RFO and any required copies must be submitted by *email, mail, or in-person*, clearly labeled to the department contact noted below.

Department Contact:

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

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

Table of Contents

- I. General Information 1**
 - A. Background and Purpose of the RFO 1
 - B. Key Dates 2
 - C. System Requirements..... 2
- II. RFO Response Requirements 3**
 - A. Response Format 4
 - B. Delivery of Offer..... 4
 - C. Response Content 5
 - 1. Offer Checklist (Attachment F) 5
 - 2. Response to State’s Scope of Work (Attachment A)..... 5
 - 3. Response to Cost Worksheet (Attachment B)..... 7
 - 4. Response to Match Certification (Attachment B-1) 8
 - 5. References..... 8
 - D. Contract Award 8
 - 1. Review of Offers for Award 8
 - 2. Scoring Criteria 9
 - 3. Period of Performance 9
 - 4. Travel 9
 - 5. Match Requirement..... 10
 - 6. Award and Protest..... 10
- III. Attachment A – Scope of Work 12**
- IV. Attachment B – Cost Worksheet 18**
- V. Attachment B-1 – Match Certification Form 20**
- VI. Attachment C – References 22**
- VII. Attachment D –Sample Contract..... 24**
- VIII. Attachment E – Offer Checklist 39**

I. General Information

The California Emergency Medical Services (EMS) Authority is seeking proposals for a contractor to serve as the Operator of the Patient Unified Lookup System for Emergencies (PULSE).

A. Background and Purpose of the RFO

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

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

The PULSE Operator will receive the PULSE system that includes interoperability components to search for, retrieve, and display health information for evacuees and victims during a disaster. The PULSE Operator will have the responsibility for establishing secure test and production hosting environments for the PULSE system, installing and testing its functionality in both environments, integrating with external systems that include at least four Electronic Health Records (EHR) or Health Information Exchange (HIE) systems, and operating PULSE. The procurement of this service on behalf of local health information exchange organizations in California will fulfill requirements to meet objectives and deliverables associated with Grant 90IX006/01-00, awarded by the Office of the National Coordinator for Health Information Technology (July 27, 2015-July 26, 2017) for PULSE +EMS.

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

B. Key Dates

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

Key Actions	Dates	Time
RFO available to Prospective Offerors	August 31, 2016	1:00PM
Written Questions Submittal Deadline	September 2, 2016	2:00 PM
Response to Written Questions	September 14, 2016	2:00 PM
Final Date for Offer Submittal	September 26, 2016	2:00 PM
Proposal Award Date	October 7, 2016	10:00 AM

C. System Requirements

- HIOs will be accessed through PULSE using CTEN query-based exchange transactions, which in turn are compliant with the most recent versions of the eHealth Exchange Patient Discovery, Query for Documents, and Retrieve Documents specifications. See the CAHIE web site at <http://www.ca-ie.org/projects/cten/specifications> for more information.
- The PULSE Operator will join the CTEN as a Participant in the query-based exchange transaction pattern. The PULSE Operator will be required to sign the California Data Use and Reciprocal Support Agreement (CalDURSA) and on-board to the CTEN if they have not already done so. See the CAHIE web site at <http://www.ca-hie.org/projects/cten/onboarding> for more information.

II. RFO Response Requirements

This section contains instructions for the submission of a proposal.

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

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

Contractors must meet all other qualifications and certifications required in this RFO. Contractors shall have all necessary equipment and qualified personnel to perform the duties required in the SSOW.

1. The PULSE Operator must have or must put in place all necessary participation agreements and/or business associate agreements. A Model Modular Participants Agreement is recommended as a model for organizations that do not already have a standard participant agreement.
2. The PULSE Operator must sign the CalDURSA and onboard to the CTEN. More information on signing CalDURSA and the onboarding process are available at: <http://www.ca-hie.org/projects/cten/onboarding>.
3. If awarded the data center used must be Health Insurance Portability and Accountability Act (HIPAA) compliant, International Organization for Standardization (ISO) certified, and be either a signatory to the participant agreement or a business associate of the PULSE Operator.
4. The data center and its hot fail-over must be located within the continental US.
5. The respondent or a member of the responding team must have demonstrated experience in hosting and operating health IT systems that access, store, transmit, and display protected health information.
6. The respondent must have experience with implementing and operating hot-failover systems.
7. The respondent or a member of the responding team must have demonstrated experience in operating a support center.

A. Response Format

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

B. Delivery of Offer

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

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

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

- d. No oral understanding or agreement shall be binding on either party.
- e. The awarding agency reserves the right to reject all offers. The agency is not required to award.

C. Response Content

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

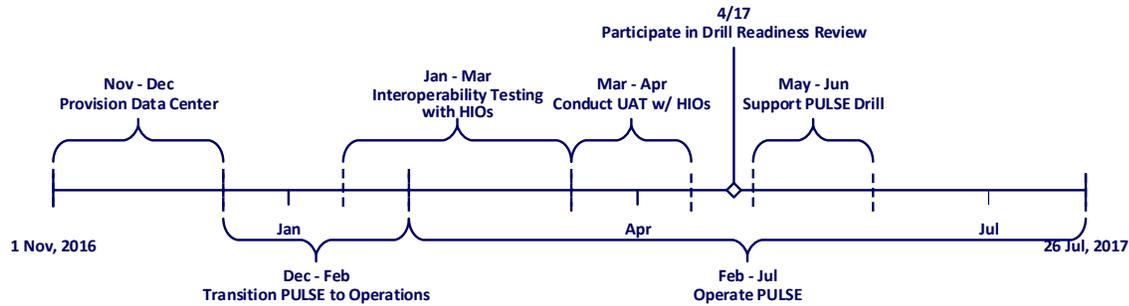
This RFO and the offeror's response to this document will be made part of the ordering department's procurement contract file.

All offers must include the following:

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

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

- a) The response must include a project plan that includes:
 1. Tasks to be accomplished that meet the requirements of this Statement of Work,
 2. The schedule for each task, and
 3. Expected dates for all milestones and deliverables, both those identified in this Statement of Work and any others identified by the responding organization.
- b) The project plan should provide enough detail to demonstrate to the evaluator that the responding organization or responding team can successfully meet all requirements of the Statement of Work.
- c) The response must include a description of how and when each milestone will be achieved and when. Respondents that do not achieve the required milestones will not receive payment.



- d) The timeline identifies five primary milestones:
1. Successful deployment of PULSE as it is turned over from the PULSE vendor
 2. Successful interoperability testing with HIOs participating in the PULSE Drill
 3. Successful completion of User Acceptance Testing (UAT)
 4. Readiness to support the PULSE Drill
 5. Successful completion of the PULSE Drill

e) The project plan should provide enough detail to demonstrate to the evaluator that the responding organization or responding team can successfully meet all requirements.

g) The response must include a description of the anticipated hosting environment for PULSE, including:

1. A proposed technical architecture for the hosting environment,
2. A proposed security architecture for the hosting environment and how security will be assessed,
3. Any security certification for the hosting environment if an existing hosting environment will be utilized,
4. The plan for implementing the hosting environment, deploying PULSE, and monitoring PULSE during the grant period.

h) Experience in hosting and operating health Information Technology (IT) systems that access, store, transmit, and display protected health information similar to that described.

1. This experience would be demonstrated through provision of at least 3 references, each including contact information. References may be contacted.

i) The response must include a description of the anticipated support center solution, including:

1. Details of the software used and Experience in operating a Center.
2. The response must include a statement of whether the respondent is currently a signatory to the CalDURSA, or, if not, whether the respondent anticipates any issue with signing the CalDURSA and what the issues might be.

3. Response to Cost Worksheet (Attachment B)

The budget may include:

1. Costs associated with implementing and operating the hosting environment.
2. Costs associated with implementing and operating the support center.
3. Costs associated with interoperability testing with four HIOs participating in the PULSE Drill.
 - a. Interoperability testing is the responsibility of the respondent, but will be aided by the PULSE vendor and CTEN Operator.
4. Costs associated with on-boarding to the CTEN.
5. Costs associated with drafting or procuring of the necessary operational agreements.
6. Costs associated with monitoring the operation of PULSE
 - a. Maintenance for PULSE during the grant period is the responsibility of the PULSE vendor
 - b. Costs associated with operating PULSE including systems maintenance is the PULSE Operator's responsibility.
7. Please address your ability to operate PULSE for up to one year after the contract completion date.

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

6. The contractor shall develop and complete any interoperability components necessary to use the delivered PULSE product through additional modifications, of customizations as necessary to ensure an operable system. This item should be separately noted in the budget, and may include variable costs dependent upon the PULSE product, and may include either labor or non-labor resources.

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

The respondent must acknowledge an understanding that a 3:1 match is required.

See item D. Contract Award, below.

- 1) The budget must include a plan for the match requirement.

5. References

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

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

- 1) An overview of the organization and its development resources
- 2) A brief description of past relevant development experience
- 3) Familiarity with appropriate standards
- 4) Familiarity with HIE, HIO, and EMS operations
- 5) An Organization Chart and brief resumes of key personnel included in the project, their role, and length of commitment during the contract.
- 6) Brief representative resumes of non-key personnel included in the project

D. Contract Award

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

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

1. Review of Offers for Award

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

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

2. Scoring Criteria

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

3. Period of Performance

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

4. Travel

Travel costs are based on California Department of Human Resources maximum reimbursement rates. Reimbursable rates can be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

5. Match Requirement

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

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

6. Award and Protest

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

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

Within five (5) days after filing the initial protest, those protesting shall file with the EMS Authority a detailed written statement of issues specifying the grounds for the protest if the original protest did not contain the complete grounds for the protest.

Upon award of the agreement, the Applicant must have completed and submitted to the awarding agency the Payee Data Record (STD. 204), to determine if the Applicant is subject to state income tax

withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payments shall be made unless a completed STD 204 has been returned to the awarding agency.

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

III. Attachment A – Scope of Work

The California Emergency Medical Services(EMS) Authority is seeking proposals for a contractor to serve as the Operator of the Patient Unified Lookup System for Emergencies (PULSE). The PULSE Operator will receive the PULSE system that includes interoperability components to search for, retrieve, and display health information for evacuees and victims during a disaster. The PULSE Operator will have the responsibility for establishing secure test and production hosting environments for the PULSE system, installing and testing its functionality in both environments, integrating with external systems that include at least four Electronic Health Records (EHR) or Health Information Exchange (HIE) systems, and operating PULSE.

A. Objectives

The project must include the following activities:

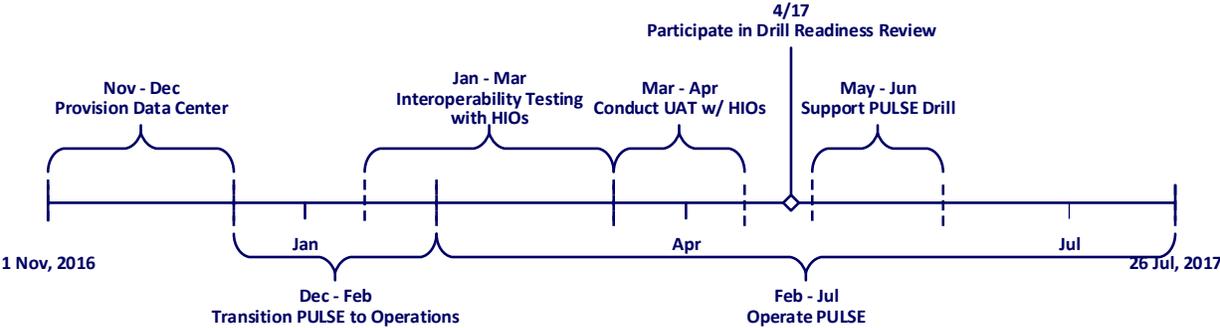
1. Meet with the PULSE vendors to understand the requirements for the PULSE hosting environment.
2. Finalize the design for the PULSE hosting environment, including separate environments for production and staging; each environment must include:
 - a. All hardware required to host the PULSE portal, PULSE message broker, and all supporting components as designed by the PULSE vendor.
 - b. All network hardware and Internet connectivity required to support PULSE, including:
 - 1) A security architecture sufficient for PULSE.
 - 2) Internet connectivity to support the PULSE portal, connectivity between the PULSE message broker.
 - c. All security certificates necessary for operation of PULSE.
 - d. Operation of the staging system during normal business hours for testing and demonstration purposes
 - e. Ability to activate the system with 8 hours of notification that a disaster has been declared, or a proposed alternative activation time
 - f. Operation of the production system with at least 99.9% uptime and disaster failover during a disaster response.

3. Develop and execute all contractual agreements necessary for the operation of PULSE, including participation agreement(s) and/or business associates agreement(s).
4. Deploy the required hardware environment within a data center to house PULSE, which may include:
 - a. Procuring, installing, and testing hardware, if new hardware is required, or
 - b. Provisioning hosting services, if a cloud hosting approach is being used, and
 - c. Provisioning and testing required connectivity, firewalls, digital certificates, and other network infrastructure
5. Deploy PULSE into production and staging environments
6. Finalize the design of the PULSE support center, which must include:
 - a. Standard business-hour phone support to address interoperability issues with participating systems
 - b. 24x7 phone support to address operational issues during a declared disaster when PULSE has been activated
7. Develop operating plans and procedures for:
 - a. Normal operation of the staging PULSE environment
 - b. Normal operation of the support center, including an initial question stack
 - c. Activation of the production PULSE environment, including scale-up of support center operations
 - d. Normal operation of the production PULSE environment during a declared disaster
 - e. Normal operation of the scaled-up support center during a declared disaster
 - f. Hot fail-over for the production PULSE environment
8. Develop an estimate of costs associated with responding to a declared disaster to be used by EMSA for planning purposes, including:
 - a. An estimate of start-up costs associated with activating the production PULSE environment and scale-up of support center operations
 - b. An estimate of operational costs associated with operating the production PULSE environment and support center during a disaster response
9. Operate the staging environment, beginning at the end of UAT

- 10. Initiating business-hour phone support to address interoperability issues with participating systems, beginning after successful UAT
Participate in the PULSE Drill
 - a. The PULSE Drill will be conducted in the PULSE staging environment, and does not require activation of the production capabilities or scaled-up support center operations
 - b. The respondent must suggest a mechanism to exercise support center operations, preferably as part of the PULSE Drill

B. Timeline

The following figure illustrates the high-level timeline for the PULSE Operator:



The timeline identifies five primary milestones:

- 1. Successful deployment of PULSE as it is turned over from the PULSE vendors
- 2. Successful interoperability testing with HIOs participating in the PULSE Drill
- 3. Successful completion of User Acceptance Testing (UAT)
- 4. Readiness to support the PULSE Drill
- 5. Successful completion of the PULSE Drill

C. Performance Specifications

- 1. The PULSE Operator must have or must put in place all necessary participation agreements and/or business associate agreements. A Model Modular Participants Agreement is recommended as a model for organizations that do not already have a standard participant agreement.

2. The PULSE Operator must sign the CalDURSA and onboard to the CTEN. More information on signing CalDURSA and the onboarding process are available at: <http://www.ca-hie.org/projects/cten/onboarding>.
3. The data center used must be HIPAA-compliant, ISO certified, and be either a signatory to the participant agreement or a business associate of the PULSE Operator.
4. The data center and its hot fail-over must be located within the continental US.
5. The respondent or a member of the responding team must have demonstrated experience in hosting and operating health IT systems that access, store, transmit, and display protected health information.
6. The respondent must have experience with implementing and operating hot-failover systems.
7. The respondent or a member of the responding team must have demonstrated experience in operating a support center.

D. Contractor Tasks and Responsibilities

1. Monthly status reports against the project plan
2. Prepare a final report and submit to the EMS Authority 45 days after the grant end date of July 27, 2017.

E. Funding

Budget items may be included cost for:

1. Costs associated with implementing and operating the hosting environment.
2. Costs associated with implementing and operating the support center
3. Costs associated with interoperability testing with four HIOs participating in the PULSE Drill.
 - a. Interoperability testing is the responsibility of the respondent, but will be aided by the PULSE vendor and CTEN Operator.
4. Costs associated with on-boarding to the CTEN.
5. Costs associated with drafting or procuring of the necessary operational agreements.
6. Costs associated with monitoring the operation of PULSE
 - a. Maintenance for PULSE during the grant period is the responsibility of the PULSE vendor

- b. Costs associated with operating PULSE including systems maintenance is the PULSE Operator's responsibility.
- 7. The contractor shall develop and complete any interoperability components necessary to use the delivered PULSE product through additional modifications, of customizations as necessary to ensure an operable system. This item should be separately noted in the budget, and may include variable costs dependent upon the PULSE product, and may include either labor or non-labor resources.

F. Deliverables

The project must provide the following deliverables.

- 1. Monthly Progress/Status Reports that outline the activities during the past month, expected activities in the coming month, progress according to the schedule, risks, and mitigations.
- 2. To participate in weekly webinars for PULSE workgroup
- 3. Successful interoperability testing with each of the 4 HIOs participating in the PULSE Drill, including documented examples of typical responses to query messages (no match, match but no data, match and document list, test document retrieval), documented in a UAT Report
- 4. Successful testing of PULSE after successful interoperability testing with HIO participants in the PULSE Drill for both production and testing environments, documented in a UAT Report
- 5. Normal operating procedures for the staging PULSE environment
- 6. Activation and operating procedures and hot fail-over plan for the production PULSE environment
- 7. Support center operating procedures, including initial query stack
- 8. A readiness review conducted with EMSA and the SME Advisor at least one month prior to the PULSE Drill, documented as a report or slide deck
- 9. Input into and comments on the Final Report on the PULSE Drill as they pertain to operation of PULSE, as coordinated by the SME Advisor

G. Acceptance Criteria

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

Acceptance criteria shall consist of the following:

1. Reports on written deliverables are completed as specified and approved.
2. All deliverables must be in a format that can be used by the EMS Authority for satisfying the requirements of the ONC grant, for meeting the functional requirements of the PULSE users, PULSE administrators and for meeting the requirements of the EMS Authority to allow for PULSE to be maintained for maximum availability at the end of the ONC grant.
3. 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.

H. Other Reporting Requirements

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

I. State Responsibilities

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

IV. Attachment B – Cost Worksheet

V. Attachment B-1 – Match Certification Form

LOCAL MATCH CERTIFICATION FORM

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

Total Grant Amount Requested \$ _____

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

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL MATCH \$ _____

Signature of Authorized Representative **Date**

VI. Attachment C – References

OFFEROR'S REFERENCES

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

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

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

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

VII. Attachment D –Sample Contract

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

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
 Emergency Medical Services Authority

CONTRACTOR'S NAME

2 The term of this Agreement is: through

3. The maximum amount of this Agreement is:

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

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

Check mark one item below as Exhibit D:

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

Exhibit E – Additional Provisions Page(s)

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

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

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

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

Exempt per:

Exhibit A

Scope of Work

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

SAMPLE

Exhibit B

Payment Provisions

SAMPLE

EXHIBIT B**Payment Provisions****Invoicing and Payment**

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

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

Invoices shall include the following;

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

Submit all invoices to:

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

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

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

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

Budget Contingency Clause

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

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

Prompt Payment Clause

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

SAMPLE

Exhibit B-1

Budget Detail and Narrative

SAMPLE

Exhibit D

Special Terms and Conditions

SAMPLE

Special Terms and Conditions

1. Amendments

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

2. Excise Tax

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

3. Force Majeure

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

4. License and Permits

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

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

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

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

5. Inspection of Services

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

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

6. Liability for Loss and Damages

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

7. Cancellation / Termination (SCM 7.85)

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

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

8. Disputes

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

9. Intellectual Property Rights

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

Exhibit E

Sample Invoice

SAMPLE

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

	STATE OF CALIFORNIA EMERGENCY MEDICAL SERVICES AUTHORITY CONTRACTOR REIMBURSEMENT INVOICE	
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To: Emergency Medical Services Authority
 Attention: Lisa Vigil
 10901 Gold Center Drive, Suite #400
 Rancho Cordova, CA 95670

DATE:
 CONTRACT NUMBER:
 INVOICE NUMBER:
 INVOICE PERIOD:
 INVOICE AMOUNT:

From:

Purpose of this invoice is to reimburse contractor for actual expenditures incurred while performing the activities agreed upon as contained in Contract Number #. Supporting documentation of requested reimbursement will be provided upon request.

Budget Categories	Grant Budget	Grant Expenditures			Remaining Balance
		Current	Prior	YTD	
Personnel Expenses					
Total					
Less Advance (if applicable)					
Total Reimbursement Request					

I certify that I am the duly appointed and acting officer of the herein named agency and the costs being claimed herein are in all respects true, correct, and in accordance with the contract provisions; that funds were expended or obligated during the contract period; and the amount claimed above has not previously presented to or reimbursed by the Emergency Medical Services Authority.

Signature: _____ Title: _____
 Printed Name: _____ Date: _____

For EMSA Use Only

I certify that this reimbursement claim is in compliance with all terms/conditions, laws, and regulations governing it's payment and hereby approved for payment.

Signature: _____ Title: _____
 Printed Name: _____ Date: _____

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

Purpose of this page is to document contractor grant expenses.

Budget Categories	Grant Budget	Grant Expenditures			Remaining Balance
		Current	Prior	YTD	
Personnel Expenses					
Salaries					
Total Expenses					

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

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

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

Certification

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

Signature of Authorized Representative

Date



Purpose of this page is to document contract personnel expenses.

Contract Personnel Costs

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

Contract Personnel Benefit Rates

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



Instructions for completing EMSA's Contractor Reimbursement Invoice



Work Sheet Name
Invoice (Cover)

Directions

Invoice Information - Complete Cells:

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

Contract Number - Update:

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

Contractor Authorization - Print and Sign:

Invoice - Page 2 (Expenses)

Contract Budget - Complete Cells:

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

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

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

Invoice - Page 3 (Personnel)

Contract Personnel Costs - Complete Cells:

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

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

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

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

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

Cell Numbers

K3, K4, K5, K6

A8 - C12

Line 14-15 for Contract Number

C27, E27, G27

A35 - K39

C9, C10, C14 - C27

E9 - E10

E14 - E27

G9, G10, G14 - G27

B7, C7, D7, E7

through B20, C20, D20, E20

G7 - G20

H7 - H20

D25 - H25 through D38 - H38

VIII. Attachment E – Offer Checklist

Offer Checklist
RFO # C15-049

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

