

EMERGENCY MEDICAL SERVICES AUTHORITY

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



DATE: January 28, 2016

TO: All Potential PULSE Contractors

FROM: Howard Backer, MD, MPH, FACEP
Director

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

The California Emergency Medical Services Authority (EMSA) is seeking proposals for projects to develop a Patient Unified Lookup System for Emergencies (PULSE). This PULSE solution would develop interconnectivity and exchange tools to enable health information exchange between health information exchange organizations (HIOs) during disaster situations.

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

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

EMSA anticipates making a single, competitive award of approximately \$500,000. The application deadline is February 26, 2016 at 2:00 pm Pacific Time.

The attached Request for Offer 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 Lisa Vigil, EMS Grants Coordinator, at lisa.vigil@emsa.ca.gov or mailed to the address above.

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**REQUEST FOR OFFER****RFO #: C15-049 – Patient Unified Lookup System for Emergencies (PULSE)**

Date: January 28, 2016

You are invited to review and respond to this Request for Offer (RFO) to be the Contractor for the Patient Unified Lookup System for Emergencies (PULSE).

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: *February 26, 2016 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
- II. RFO Response Requirements..... 2**
 - A. Response Format.....3
 - B. Delivery of Offer3
 - C. Response Content.....4
 - 1. Offer Checklist (Attachment F).....4
 - 2. Response to State’s Scope of Work (Attachment A)4
 - 3. Response to Attachment B: Cost Worksheet.....5
 - 4. Response to Attachment B-1: Match Certification6
 - 5. References6
 - D. Contract Award.....6
 - 1. Review of Offers for Award.....7
 - 2. Scoring Criteria.....7
 - 3. Period of Performance.....8
 - 4. Travel.....8
 - 5. Match Requirement8
 - 6. Award and Protest8
- III. ATTACHMENT A – SCOPE OF WORK..... 10**
 - A. Objectives..... 11
 - B. Timeline..... 12
 - C. Performance Specifications..... 13
 - D. Contractor Tasks and Responsibilities 14
 - E. Deliverables..... 15
 - F. Acceptance Criteria 16
 - G. Other Reporting Requirements..... 16
 - H. State Responsibilities 16
- IV. ATTACHMENT B – Cost Worksheet 17**
- V. ATTACHMENT B-1 – Match Certification Form 19**
- VI. ATTACHMENT C – References 21**
- VII. ATTACHMENT D –Sample Contract 23**
- VIII. ATTACHMENT E – Offer Checklist 33**

I. General Information

The California Emergency Medical Services (EMS) Authority is seeking a contractor to provide a Patient Unified Look-Up System for Emergencies (PULSE) for local interoperability.

A. Background and Purpose of the RFO

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

The EMS Authority is seeking a contractor to develop 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.

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

In addition, this project will allow disaster medical volunteers registered and logged into California Disaster Healthcare Volunteers (DHV) application to access PULSE once they have

been assigned to a formally designated disaster and are preparing to treat disaster victims. DHV is the California implementation of the federal Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) system, a national registry for individuals who want to volunteer to serve during an emergency or disaster. ESAR-VHP verifies the credentials of medical volunteers regularly in advance of a disaster, which allows them to immediately serve when needed, even across state lines.

B. Key Dates

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

Key Actions	Dates	Time
RFO available to Prospective Offerors	January 28, 2016	4:00PM
Written Questions Submittal Deadline	February 12, 2016	2:00 PM
Response to Written Questions	February 19, 2016	2:00 PM
Final Date for Offer Submittal	February 26, 2016	2:00 PM
Proposal Award Date	March 15, 2016	10:00AM

II. RFO Response Requirements

This section contains instructions for the submission of a proposal.

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

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

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

A. Response Format

<p>Format</p>	<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
<p>Page Limits</p>	<ul style="list-style-type: none"> • Proposals shall not exceed 20 pages.

B. Delivery of Offer

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

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

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

language will be rejected. The State's General Terms and Conditions are not negotiable.

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

C. Response Content

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

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

All offers must include the following:

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

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

- a. Response must include a project plan that includes:
 - 1) Tasks to be accomplished, including greater detail than the "Contractor Tasks and Responsibilities" defined in **Attachment A – Scope Of Work**.
 - 2) The schedule for completing each task, and
 - 3) Expected completion dates for all milestones and deliverables.
- b. The project plan should provide enough detail to demonstrate to the evaluator that the respondent can successfully meet all requirements within the time allotted for this contract.
- c. The response must include a proposed high-level architecture that demonstrates an understanding of the

PULSE white paper that is defined in the first paragraph of Attachment A – Scope Of Work.

- 1) The proposed high-level architecture must be consistent with the white paper.
 - 2) The response should describe key technology decision points and trade-offs.
 - 3) The response should include any anticipated COTS products.
 - 4) The selected contractor will work with the contracted Subject Matter Expert Advisor (SME Advisor) and HIO PULSE Workgroup to refine the design and standards selection after award.
- d. The response must include a brief description of the project management approach.
- 1) It is highly recommended that the project manager be identified as a key person in the response.
- e. The response must include a description of how the respondent will work with other stakeholders:
- 1) SME Advisor and the PULSE Workgroup
 - 2) The contractor selected to operate PULSE following development.
 - 3) The HIOs to be integrated into PULSE prior to the drill.

3. Response to Attachment B: Cost Worksheet

- a. A budget that includes:
- 1) Labor costs to develop PULSE and all required documentation,
 - 2) Labor costs to integrate PULSE with the DHV SSO solution,
 - 3) Hosting of the solution during development
 - 4) License fees for any anticipated COTS products, if known,
 - 5) Labor costs for handing off to the operations contractor,
 - 6) Labor costs to support integration of HIOs participating in the drill, and
 - 7) Maintenance costs during the maintenance period.

4. Response to Attachment B-1: Match Certification

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

See item F. Contract Award, below.

- 1) The budget must include a plan for the match requirement. See the Match Section in **Attachment B-1 – Match Certification**.

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 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	<p>Scope of Proposal</p> <ul style="list-style-type: none"> • Description of the proposed interoperability and interconnectivity product • Demonstrate Understanding of the PULSE solution requirements <ul style="list-style-type: none"> ○ Plan for alignment with PULSE component of ONC grant ○ Process for incorporating input from HIOs. ○ Process for transitioning PULSE to Interoperability Contractor. ○ Support and maintenance solution during contract • Detailed work plan including milestones and measurable objectives 	40%
2	<p>Budget</p> <ul style="list-style-type: none"> • Budget description and justification • 3:1 match plan • Excel format 	30%
3	<p>Health Information Exchange Integration Experience</p> <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 of solution ○ Transition to targeted 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 Interoperability and Standards 	20%
4	<p>Sustainability</p> <ul style="list-style-type: none"> • Proposal for PULSE sustainability past the end of the contract 	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

Scope of Work

In 2014, ONC funded a study of HIE use during disasters. In 2015, ASPR received a joint HHS Ventures award, through its innovative IDEA Lab, to begin to lay the foundation for PULSE in California including development of a detailed use case and work flow, technical specifications and PULSE architecture. The EMS Authority subsequently received an ONC grant to develop PULSE interconnectivity for use during disasters between local HIOs. The document, vetted by ONC, will serve as the guidelines for PULSE and is available at:

www.healthit.gov/sites/default/files/providers/PULSE_Report4-9-15.pdf

1. The architecture and standards for PULSE should be based on and be consistent with the PULSE document drafted for ONC during a previous grant project and posted on their website.
2. The document includes options, not all of which may be developed during this project by the time of the drill.
3. The EMS Authority will convene a PULSE Workgroup comprising HIOs (and perhaps some vendors) to prioritize options in the proposed architecture and to prioritize standards implemented.

To assist in implementation of the PULSE, the EMS Authority is seeking a contractor with substantial, demonstrated expertise in the following areas:

1. Health Information Exchange Technology
2. Office of the National Coordinator Interoperability Policy
3. NEMESIS, C-CDA, XML and HL7 standards
4. Policies and practices for health IT security, HIPAA compliance, and CMIA compliance

A. Objectives

1. Develop necessary interconnectivity to implement PULSE.
2. A web portal (PULSE) is available when a state of emergency is declared.
3. PULSE will allow access to healthcare professionals registered with ESAR-VHP (referred to as Disaster Healthcare Volunteer (DHV) For California's program) or a participating health system or HIO.
4. Healthcare professionals will be able to search for patient data by patient demographics, such as name, date of birth, address, phone number, etc.
5. PULSE will broadcast a query to all its members checking if patient data exists.
6. PULSE will present a list of locations where data exists.

7. Healthcare professionals will select specific locations to retrieve summarized patient information.
8. All activities in PULSE will be tracked through an audit log.
9. The EMS Authority requires the architecture and standards for PULSE to be based on and be consistent with the PULSE document which describes the following aspects of the PULSE solution:
 - a. Business context and use cases identifying business needs;
 - b. Application Architecture components identifying communication protocols and interfaces;
 - c. Data architecture which identifies the data elements being managed by the system;
 - d. Technical architecture for implementation; and
 - e. Security Architecture of the system.

B. Timeline

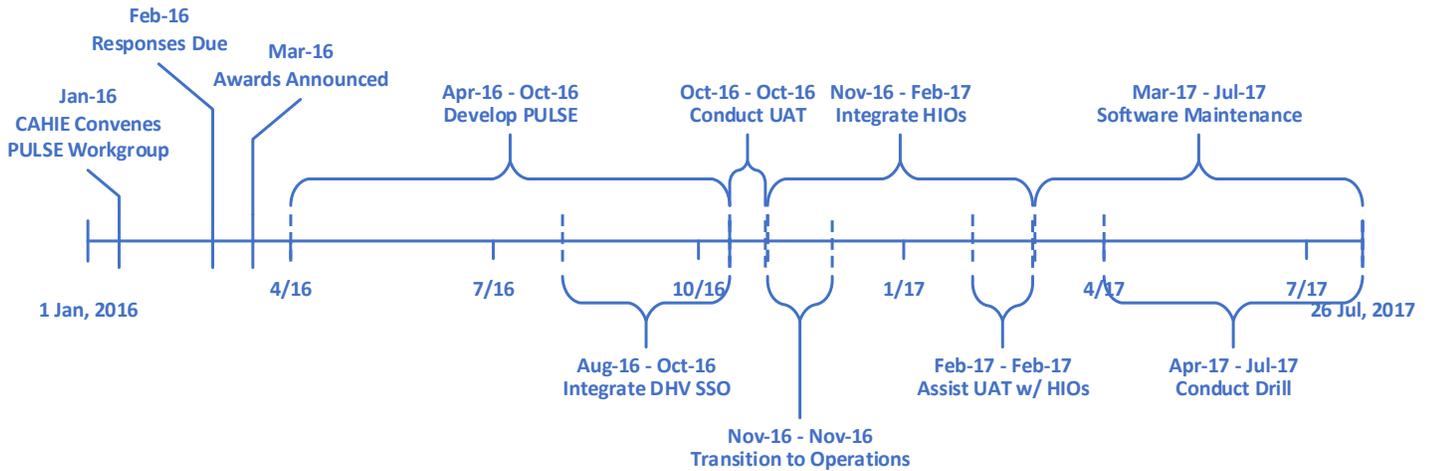
The EMS Authority's anticipated timeline for the complete PULSE project:

1. Convene a PULSE Workgroup of HIOs (and potentially vendors) led by the California Association of Health Information Exchanges (CAHIE) in 1/2016.
2. Develop the PULSE solution 4/2016 through 10/2016.
3. Integrate with DHV SSO solution 8/2016 through 10/2016.
4. Select a contractor to operate PULSE post-development by 10/2016.
5. Transition operations to the new contractor in 11/2016.
6. Select HIOs to participate in a desk-top exercise drill of PULSE by 10/2016.
7. Integrate HIOs 11/2016 through 2/2017.
8. Provide maintenance 3/2017 through 7/2017.
9. Prepare for, conduct, and report on the drill 3/2017 through 7/2017.

The contractor development schedule should reflect the following:

1. For planning purposes, assume that work begins on 4/4.
2. The EMS Authority expects the solution to be complete, including unit and integration testing, by the end of October.
3. The EMS Authority expects that integration with DHV will take place during the latter half of the development period.
4. The EMS Authority expects to be planning for integration with HIOs that are participating in the drill beginning in November, and integrating with HIOs beginning in December.
5. The EMS Authority expects the contractor to conduct full UAT in September before the transition to operations.
6. The EMS Authority expects to transition from development to operations with the selected contractor during October.
7. The EMS Authority expects the contractor to support integration of HIOs from November through January.
8. The EMS Authority expects the contractor to support UAT for the integrated HIOs in February.

9. The EMS Authority expects to begin maintenance to address following integration and UAT.



The respondent may propose changes to this timeline as part of their project plan as long as a drill start date of April 3, 2017, is maintained.

The overall PULSE project has dependent components, and it will be important to propose a development schedule that can be met, especially if it deviates from our anticipated development schedule.

C. Performance Specifications

The PULSE project makes use of certified Electronic Health Record (EHR) technology, primarily in the form of hospital EHRs, as well as Electronic Patient Care Report (ePCR) and Health Information Exchange (HIE) systems and technology that are not Certified Electronic Health Record Technology (CEHRT). Whether or not the technology is certified, it will use standards and implementation specifications that support interoperability using national standards to achieve the objectives of PULSE. The primary use case is transitions of care, either supporting patient / victim care during a disaster. Therefore, the applicable standards include, but may not be limited to:

1. Transitions of Care §170.314(b)(1) and §170.314 (b)(2);
2. Integrating the Healthcare Enterprise (IHE) profiles Patient Identity Cross-referencing (PIX), Patient Demographics Query (PDQ), Cross-Community Patient Discovery (XCPD), and Cross-Community Access (XCA);
3. Exchange specifications including Patient Discovery, Query for Documents, and Retrieve Documents;
4. Emerging IHE profile for Healthcare Provider Directory (HPD) and Care Services Discovery (CSD);
5. National EMS Information System (NEMSIS) 2 and/or 3; and
6. Most, if not all, privacy and security criteria §170.314(d)(1)-(9).

D. Contractor Tasks and Responsibilities

The project plan must include the following activities:

1. Work with the EMS Authority's SME Advisor, and the HIO Work Group to complete requirements analysis for the PULSE message broker and PULSE portal, including:
 - a. Extracting requirements from the PULSE white paper;
 - b. Understanding the capabilities of CTEN to support PULSE;
 - c. Analyzing high-level requirements to develop detailed requirements;
2. Develop a system design for the PULSE message broker and PULSE portal that meets the requirements, providing a preliminary design for review and approval by the SME Advisor and HIO Work Group.
3. Work with the DHV contractor to develop a design for single sign-on to the PULSE portal for disaster workers authenticated and authorized through DHV.
4. Develop the PULSE message broker and PULSE portal.
5. Work with the DHV contractor to implement DHV single sign-on to the PULSE portal.
6. Complete initial testing:
 - a. Complete unit testing on all message broker and portal components.
 - b. Complete integration testing of the message broker and portal.
 - c. Complete integration testing of the portal and DHV.
 - d. Participate in a readiness review with the EMS Authority and the SME advisor to demonstrate readiness to integrate HIOs participating in the PULSE drill.
7. Complete a System Requirements Document with the aid of the SME Advisor and HIO Work Group and to be approved by the EMS Authority once completed.
8. Complete a System Design Document with the aid of the SME Advisor and HIO Work Group to be approved by the EMS Authority once completed. This document should also include design of appropriate security architecture.
9. Work with the PULSE Interoperability Contractor to turn over operation of the PULSE message broker and PULSE portal in the contractor's datacenter. The respondent should propose the tasks necessary to complete this activity, which might include:
 - a. Creating documentation on how to install and administer PULSE.
 - b. Creating a complete package including the source and build instructions for all PULSE components.
 - c. Creating a bill of materials for other components, such as COTS software products and hardware requirements.
 - d. Working with the contractor to install PULSE and complete unit and integration testing.

10. Assist the PULSE Interoperability Contractor in integrating HIOs that will participate in the PULSE drill, and correct any PULSE message broker, PULSE portal, or DHV integration defects detected during integration.
11. Work with the EMS Authority and the SME Advisor to complete User Acceptance Testing, including completing a UAT report to be reviewed and accepted by the EMS Authority.
12. Provide system maintenance from successful UAT through the end of the period of performance, correcting all Critical and Major defects, and providing workarounds for or correcting all Minor defects. Trivial defects can be addressed as resources are available:
 - a. Critical: The defect has such an impact to functionality or data that the product cannot work successfully and has no workaround.
 - b. Major: The defect has an impact on functionality or data but there is a difficult or inconvenient workaround that allows the product to perform but in an inefficient way.
 - c. Minor: The defect has a defect on non-critical functionality or data and has a workaround that corrects the problem without having a major impact on the user experience.
 - d. Trivial: The defect does not affect functionality or data but may be a display problem such as a misspelled word or style inconsistency.

The response should outline, how and when you will accomplish each of these activities with a more detailed work breakdown structure. The order of these activities may be adjusted by the respondent.

E. Deliverables

The project must provide the following deliverables. Written documents may require one revision with the exception of progress reports:

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. Preliminary Design for the PULSE message broker and PULSE portal accompanied by detailed slides or a high-level document (to be proposed by the respondent), reviewed in a meeting with the SME Advisor and HIO Work Group and subsequently approved by the EMS Authority as completed.
3. System Requirements Document following industry best practices reviewed in a meeting with the SME Advisor and HIO Work Group and subsequently approved by the EMS Authority as completed. System Design Document following industry best practices, to be reviewed and approved by the EMS Authority
4. Successful UAT of the PULSE message broker, PULSE portal, and DHV integration, documented in a UAT report

5. Successful hand-off to the PULSE Interoperability Contractor, documented through materials provided to the contractor and a hand-off report
6. PULSE System provided to the PULSE Interoperability Contractor and positioned for optimal sustainability and use in the public domain. Propose a strategy for best achieving these objectives.

F. 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.

G. Other Reporting Requirements

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

H. 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:

SCOPE OF WORK

Scope of Work

Contract Scope of Work is the same as the Scope of Work for this RFO.

SAMPLE

EXHIBIT B

Payment Provisions**1) Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates listed in Exhibit B-1, titled Cost Sheet, which is attached hereto and made a part of this Agreement.
- B. 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.
- C. Invoices shall include the Agreement Number, company name and remittance address, sufficient scope and detail to define the actual work performed and specific milestones completed, including a description of the activities of the Contractor and Subcontractor, the hours allocated to those activities, the locations where work was performed, the expenses claimed, any required reports, and shall be submitted in duplicate not more frequently than monthly in arrears to:

Lisa Vigil, Contracts Analyst
Emergency Medical Services Authority
10901 Gold Center Drive
Rancho Cordova, CA 95670-6073
916-431-3694
lisa.vigil@emsa.ca.gov

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

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

2) Budget Contingency Clause

- A. 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.
- B. 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.

3) 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

Budget Detail and Narrative

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

All work products, intellectual property or otherwise, developed under this contract shall become the property of the EMS Authority. Products shall not be disclosed without the written permission of the Director of the EMS Authority and the Administration if necessary. Each report developed for this contract shall also become the property of the EMS Authority and shall not be disclosed except in such manner and such time as the Director of the EMS Authority may direct. No written product(s) shall be used for lobbying purposes.

Sample Invoice

Contractor
Address
City, State, Zip

Contract Number:
For the Period Covering:

	Total Budget	Expenditures This Period	Expenditures To Date	Budget Balance
List description of charge by date				
Total				

Amount Requested: \$ _____
 Total Requested to Date: \$ _____

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms, conditions, laws, and regulations governing its payment.

Contractor Signature

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)