



neccog

ashford - brooklyn - canterbury - chaplin - eastford - hampton - killingly - plainfield
pomfret - putnam - scotland - sterling - thompson - union - voluntown - woodstock

Invitation to Submit Proposals

The **Northeastern Connecticut Council of Governments** hereby invites the submission of sealed proposals for:

Regional Paramedic Intercept Services

Proposals will be received at the offices of the Northeastern Connecticut Council of Governments, 125 Putnam Pike, Dayville, Connecticut 06241, until **2:00 P.M. (E.D.T.)**, on **Thursday, November 3, 2016**, at which time they will be publicly opened and read aloud.

The Request for Proposals may be obtained at the offices of the Northeastern Connecticut Council of Governments, between 9:00 a.m. and 4:00 p.m. Monday through Friday.

The Northeastern Connecticut Council of Governments reserves the right to waive technical defects in Proposals; to reject any or all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or part of a Proposal, although not the low Proposal, that in its judgment will be in the best interest of the Northeastern Connecticut Council of Governments.

John Filchak
Executive Director
Northeastern Connecticut Council of Governments
125 Putnam Pike
Dayville, Connecticut 06241
Phone: 860-774-1253

I. Introduction

The Northeastern Connecticut Council of Governments (“NECCOG”) is seeking to engage a qualified company meeting the requirements in this Invitation to Submit Proposals to provide paramedic intercept services.

The region covered by the Northeastern Connecticut Council of Governments consists of 16 of the state’s 169 municipalities (Connecticut does not have county government). The member towns of NECCOG are: Ashford, Brooklyn, Canterbury, Chaplin, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Union, Voluntown and Woodstock. The Region is large (just over ten percent of Connecticut’s total area) - covering 562.8 square miles. The member towns participating in the Regional Paramedic Program are: Brooklyn, Eastford, Killingly, Plainfield (north of Route 14), Pomfret, Putnam, Sterling, Thompson, and Woodstock. Northeastern Connecticut is rural. With the exception of small commercial centers, warehousing and manufacturing facilities scattered throughout the Region (typically in colonial village centers) and the eleven mill villages found along the Route 12 corridor, the landscape is rural with single family homes and farms. The landscape is characterized by rolling hills, forests and farms. The region is located near New England’s largest metropolitan areas: Providence, Worcester, and Boston. Demographically, the Region had a 2012 population of 95,971 (170.5 persons per square mile - compared to 647.6 persons per square mile for the State) making the region one of the least populated regions in Connecticut. The NECCOG region contains just 2.7 percent of the State’s population. From 1970 to 2012 the region gained more than 29,000 persons - a 43.7 percent gain. Most of this growth occurred in previously undeveloped locations with single family homes. Population projections indicate that the region will grow to more than 104,000 persons by 2025. There were (2010 Census) 36,681 (just over 32,000 are occupied) housing units in the Region - of which the majority are single family units. Projections indicate that total households will increase by another 7,000 by the year 2025.

In 1999, NECCOG began a regional paramedic program for the towns of Brooklyn, Eastford, Killingly, Pomfret, Putnam, Sterling, Thompson, Woodstock and a portion of Plainfield (north of Route 14). The Town of Canterbury does not participate in the program. The town of Union receives ALS coverage from Johnson Memorial Hospital. The towns of Hampton, Scotland and Chaplin receive ALS coverage from the paramedic program operated by Windham Hospital. The regional program provides approximately 2,200 paramedic transports (there are approximately 3,300 ALS calls) per year. The Town of Killingly, which represents approximately thirty percent of the programs transport volume is recently sought to remove itself from the regional program and opting to have a town-based paramedic provider. An initial application and subsequent appeal before the Office of Emergency Medical Services (OEMS) to make such a change were both rejected. Whether or not the Town of Killingly will again re-submit for such a PSA change is not certain.

II. Definitions

- A. "**Addendum**" means written documents issued by NECCOG prior to the date and time in Article IIE which modify this Request for Proposals by additions, deletions, clarifications or corrections.
- B. "**Contract**" means the document that the Contractor executes with NECCOG to provide regional paramedic intercept services, substantially in the form of Exhibit A, attached hereto and made a part hereof.
- C. "**Contractor**" means the Proposer who is selected by NECCOG to provide the services and executes the Contract.
- D. "**Invitation to Submit Proposal**" means the published notice of the acceptance of Proposals.
- E. "**NECCOG**" means the Northeastern Connecticut Council of Governments.
- F. "**Oversight Committee**" means the committee appointed by NECCOG, consisting of two NECCOG Chief-Elected Officials, Medical Control for Day Kimball Hospital, Medical Control for Backus Hospital, one representative from Quinebaug Valley Emergency Communications, Inc. and two representatives of the region's BLS providers that will handle the operational aspects of the Contract.
- G. "**Participating Town**" means the towns designated by NECCOG within the Public Service Area: Brooklyn, Eastford, Killingly, that portion of Plainfield north of Route 14 which is within the PSA Area covered by the NECCOG Program, Pomfret, Putnam, Sterling, Thompson, and Woodstock. Participating towns may vary during the term of the Contract.
- H. "**Proposal**" means a submission by a Proposer to provide services that conform to the Proposal Documents.
- I. "**Proposal Documents**" means the Invitation to Submit Proposals and this Request for Proposals, all Exhibits attached hereto, and any Addendum.
- J. "**Proposer**" means the person or entity who submits a Proposal.
- K. "**QVEC**" means Quinebaug Valley Emergency Communication, which is the regional 911 center.
- L. "**QVES**" means Quinebaug Valley Emergency Services, which is made up of a representative from each emergency medical service agency in the Service Area.

- M. "**Service Area**" means those areas described in Section 1 of the form of Contract attached as Exhibit A. NECCOG may change the Service Area at any time during the term of the Contract, in its sole discretion.

Unless otherwise defined, these definitions shall apply to the Proposal Documents and the Contract.

II. Proposal Instructions

- A. Proposals shall be received from Proposers for the furnishing of regional paramedic intercept services described in Article IV.
- B. When executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of these Proposal Documents.
- C. Proposal must be mailed or delivered to John Filchak, Executive Director, NECCOG, 125 Putnam Pike, Dayville, CT 06241 in an envelope clearly marked "Regional Paramedic Intercept Service Proposal."
- D. The Proposer must submit its Proposal in a sealed envelope marked with the Proposer's name and address in the upper left hand corner. The sealed envelope is to be plainly marked in the lower left hand corner with the name of Proposal and the opening date and time.
- E. The Proposals shall be submitted no later than **2:00 P.M. (E.D.T.), on Thursday, November 3, 2016** (E.D.T.). Proposals received later than that date and time will not be considered and will be returned unopened. Amendments to or withdrawals of Proposals received later than that date and time will not be considered.
- F. The Proposer shall submit one (1) original and ten (10) copies of the Proposal.
- G. NECCOG reserves the right to waive technical defects in Proposals, to reject any and all Proposals, in whole or in part, and to make such awards, in whole or in part, including accepting a Proposal or a part of the Proposal, although not the low Proposal, that in its judgment will be in the best interest of NECCOG.
- H. Each Proposer is responsible for making sure it gets the information it needs to make a responsible Proposal that allows it to execute the Contract if it is awarded the Contract. Information requests are to be made in writing (including emails) to:

John Filchak, Executive Director

NECCOG
125 Putnam Pike (PO Box 759)
Dayville, Connecticut 06241

prior to the end of business **Friday, October 28, 2016 1:00 pm (E.D.T.)**. A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.

- I. Any modification to the Proposal Documents will be made by Addendum. Any Addendum will be mailed to all persons that have requested this Request for Proposals. Each Proposer shall confirm prior to submitting its Proposal that it has received all Addenda.

III. Proposal Requirements

- A. The Proposal shall be submitted with all of the information described in this Article III.
- B. Each Proposer shall submit a description of itself. Such description shall include the history of the proposers work as an advance life support provider and the proposers capacity and experience to provide such services on a regional basis.
- C. Each proposer shall detail its proposed approach to the provision of ALS services for the NECCOG PSA including but not limited to:
 1. Organizational structure
 2. Approach to working with BLS and ALS providers (including the securement of mutual aid and bundle billing agreements)
 3. Providing ALS coverage to the entire region - including the Proposer's estimated percentage of ALS calls to be responded to without the use of mutual aid
 4. Approach to record keeping and statistical analyses to be used to identify and correct chute time and response time performance
 5. Accepting automatic dispatch of the closest available ALS responder as determined by QVEC dispatch.
 6. Ability of the Proposer to cover not less than eight-five (85) percent of all ALS calls within the NECCOG PSA.
- D. Each Proposer shall submit a compensation schedule one the proposal form in the form of Exhibit B. The compensation schedule shall address compensation for each period listed

on Exhibit B. The compensation schedule should detail the structure of payment from NECCOG for the Services provided under the Contract for the participating towns of Brooklyn, Eastford, Killingly, the portion of Plainfield that is north of Route 14, Pomfret, Putnam, Sterling, Thompson and Woodstock and (2) for the Participating Towns - excluding the Town of Killingly. *Please note that the Town of Killingly may be a participating town at the beginning of the Contract and then may withdraw at some point which is not known at this time.*

- E. NECCOG is seeking new ideas from Proposers for compensation schedules, to find the compensation schedule that best suits the needs of NECCOG and its participating towns. Each Proposer should provide the assumptions it has made in the creation of the compensation schedule. NECCOG reserves the right to ask each Proposer for more detail regarding its compensation schedule. NECCOG reserves the right to negotiate the compensation schedule with any or all Proposers. Each Proposer may include alternative pricing arrangements. Proposers shall also account for changes to the Service Area in their compensation schedule. The compensation schedule shall account for reimbursements to QVEC for dispatching services. The contract will be awarded to the best Proposer as determined by NECCOG in its sole discretion. **The lowest cost Proposer may not be the best Proposer.**
- F. A Proposal bond, irrevocable letter of credit, certified check or cashier's check for ten percent (10%) of the estimated value of the first year of the Contract ("Proposal Security") must be submitted with a Proposer's Proposal, and if a Proposal bond is submitted, it must be submitted along with the surety's affidavit attached as Exhibit C to this Proposal, which is incorporated into and made a part of this Proposal. NECCOG will retain the Proposal Security until: (a) a Contract has been executed with a Contractor or (b) the specified time has elapsed so that Proposals may be withdrawn or (c) all Proposals have been rejected. NECCOG will retain the Proposal Security of the successful Proposer until it has been replaced with a performance bond. If awarded the Contract, the prices in the compensation schedule shall be firm prior to the execution of the Contract and then during the term of the Contract. The form of Contract contains the requirements for a Performance Bond. Proposers may propose alternate security to the performance bond. The final security for the Contract shall be selected by NECCOG in its sole discretion. **A proposer may satisfy this requirement with a signed certified statement indicating that the proposer's submission made with the Invitation to Submit Proposals dated August 30, 2016 is intended to meet the this requirement.**
- G. All Proposers must read and fill out the reference check form attached as Exhibit D ("Reference Check"). The Proposer, by submitting a Proposal, hereby authorizes NECCOG or its authorized agent to contact such references listed on the Reference Check without obtaining any other consent from the Proposer. Such Reference Check is incorporated into and made a part of this Proposal. **A proposer may satisfy this requirement with a signed**

certified statement indicating that the proposer's submission made with the Invitation to Submit Proposals dated August 30, 2016 is intended to meet the this requirement.

- H. All Proposers shall show evidence to NECCOG of satisfactory financial responsibility to perform the Contract throughout the term of the Contract. All Proposers must provide data to indicate its financial condition, including audited financial statements for the last three years presented in accordance with generally accepted accounting principles. **A proposer may satisfy this requirement with a signed certified statement indicating that the proposer's submission made with the Invitation to Submit Proposals dated August 30, 2016 is intended to meet the this requirement.**
- I. All Proposers shall show evidence (a copy of such certificate to be submitted with the proposal) that they are licensed to provide Advanced Life Support Services from the State of Connecticut Department of Public Health Office of Emergency Medical Services. **A proposer may satisfy this requirement with a signed certified statement indicating that the proposer's submission made with the Invitation to Submit Proposals dated August 30, 2016 is intended to meet the this requirement.**
- J. All Proposers must disclose all pending and threatened litigation in which such Proposer is named (either suing or being sued), in the form listed on Exhibit E, attached hereto and made a part hereof. **A proposer may satisfy this requirement with a signed certified statement indicating that the proposer's submission made with the Invitation to Submit Proposals dated August 30, 2016 is intended to meet the this requirement.**
- K. Each Proposer must declare that this Proposal is made without any connection with any other person or entity making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NECCOG is directly or indirectly interested in the Proposal or in the services to which it relates, or in any portion of the profits therefrom, in the form attached as Exhibit F, attached hereto and made a part hereof. **A proposer may satisfy this requirement with a signed certified statement indicating that the proposer's submission made with the Invitation to Submit Proposals dated August 30, 2016 is intended to meet the this requirement.**
- L. The successful Proposer shall, prior to the execution of the Contract, provide the name of the contact person(s) who will manage the daily operations for NECCOG, including regular and emergency phone numbers to contact the Contractor.

IV. Scope of Work

- A. NECCOG is seeking a qualified firm for the continuance of the NECCOG Regional Paramedic Intercept Program for the participating towns of Brooklyn, Eastford, Killingly, the portion of Plainfield that is north of Route 14, Pomfret, Putnam, Sterling, Thompson and Woodstock and (2) the participating towns excluding the Town of Killingly. *Please note the*

Town of Killingly may be a participating town at the beginning of the Contract and then may withdraw at some point which is not known at this time.

- B. The regional paramedic intercept services requested in these Proposal Documents covers all paramedics, contact person(s), vehicles, equipment and services required to complete the regional paramedic intercept services, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Proposer. NECCOG shall be responsible for no other charges other than for those items and prices set forth on Exhibit B.
- C. The Contractor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the Contractor to ensure that all personnel employed are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which NECCOG might publish.
- D. THE SUCCESSFUL PROPOSER MUST EXECUTE THE CONTRACT IN SUBSTANTIALLY THE FORM ATTACHED AS EXHIBIT A. THE TERMS, CONDITIONS AND PROVISIONS OF THE CONTRACT ARE INCORPORATED INTO AND MADE A PART OF THIS PROPOSAL. EACH PROPOSER SHOULD BE THOROUGHLY FAMILIAR WITH ALL THE TERMS, CONDITIONS AND PROVISIONS OF THE CONTRACT. IF THE PROPOSER SUGGESTS ANY VARIATIONS TO THE CONTRACT, IT SHALL INCLUDE REQUESTED VARIATIONS IN A SEPARATE ATTACHMENT TO THE PROPOSAL AND THE EFFECT OF SUCH REQUESTED VARIATIONS ON THE COMPENSATION SCHEDULE.
- E. The term of the Contract shall be for the period from **January 1, 2017** to **June 30, 2019**. NECCOG reserves the right to extend the Contract with the Contractor by mutual consent.

Certification

The Proposer has read and understood the Proposal Documents, INCLUDING ALL EXHIBITS, which are Exhibit A through Exhibit F, all attached hereto and made a part hereof, and the following addendum: _____ (if any. If none, state "None"), and the Proposal conforms to the terms and conditions of the Proposal Documents.

I hereby certify, as an officer of _____, that, as the Proposer under these Proposal Documents, all of the information and material supplied to NECCOG as required by these Proposal Documents are complete and true. I, as an officer of _____, understand that all of the terms and conditions of these Proposal Documents shall be included in the Contract executed with NECCOG, if awarded the Contract. I, as an officer of _____, further understand that any information that is found to be incomplete or false or, any attempt to mislead NECCOG is discovered, either during the evaluation or subsequent to any award may result in the disqualification of the Proposal or the immediate termination of the Contract.

Signature _____ Date _____

Name _____ Title _____

Subscribed and Sworn to before me on this ____ day of _____, 2016.

Notary Public _____

Proposer Information

Company: _____

Address: _____

City _____ State _____ Zip _____

Telephone: _____

Fax: _____

Email: _____

EXHIBIT A

Form of Contract

Contract for Northeastern Connecticut Regional Paramedic Intercept Services

THIS CONTRACT made as of this _____ day of _____, 2017, by and between _____, whose address is _____ ("Contractor"), and the Northeastern Connecticut Council of Governments ("NECCOG"), whose address is 125 Putnam Pike, Dayville, CT 06241.

WITNESSETH:

WHEREAS, NECCOG desires to obtain regional paramedic intercept services; and

WHEREAS, NECCOG issued a Request for Proposals ("RFP") dated ____, 2016, attached as Exhibit to this Contract and incorporated herein. In the event of a conflict between the RFP and this contract, the terms of the Contract shall control. Those terms not defined in the Contract shall have the meanings set forth in the Request for Proposals; and

WHEREAS, Contractor submitted a Proposal dated _____, 2016, and Contractor was awarded the Contract on _____, 2016; and

WHEREAS, Contractor is ready, willing and able to provide the required regional paramedic intercept services sought by NECCOG on the terms and conditions set forth herein and has accepted the award of the Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Contractor and NECCOG agree as follows:

1. **Service Provider.** NECCOG does hereby appoint Contractor as its service provider to provide emergency response paramedic personnel for the towns of Brooklyn, Eastford, Killingly, that portion of Plainfield north of Route 14 which is within the PSA Area covered by the NECCOG Program, Pomfret, Putnam, Sterling, Thompson, and Woodstock.
2. **Services Provided.** Contractor agrees to provide regional paramedic intercept services, as described in this Contract, twenty-four (24) hours per day, seven (7) days a week, 365 days a year.
3. **Contractor's Duties and Responsibilities.**

Contractor agrees to provide to NECCOG, or be responsible for, the following:

- a. Contractor shall perform its duties and obligations under this Agreement in a competent, professional and ethical manner and in compliance with all laws, rules, regulations and policies of federal, state, and local governments and governmental authorities, including, without limitation, Medicare and Medicaid laws and regulations, Connecticut laws and regulations applicable to emergency medical responders and any manuals or policies published by NECCOG. Contractor shall ensure that all personnel employed or contracted by it are familiar with all of the aforesaid laws, rules, regulations and policies as well as the contents of any manual or other rules, regulations and policies which NECCOG might publish;
- b. Contractor shall provide a list of current qualified employees and proof of current State of Connecticut emergency medical certification licensure of all employees assigned to work under this Contract. Contractor shall notify NECCOG promptly of any additions to or deletions from such list;
- c. Contractor shall be responsible for all employee issues concerning its workforce, including but not limited to, hiring, payroll, taxes, insurance, discipline and supervision;
- d. Contractor shall establish and maintain a system status plan evaluation process, including: A method to identify response time performance problems, determine underlying causes, and mitigate them.
- e. Reporting. Contractor shall provide any other information as NECCOG shall reasonably request concerning the Contractor's services under this Contract to enable NECCOG to meet any reporting, planning, oversight or other function of NECCOG. Such information shall include, as a condition of payment, monthly activity reporting to NECCOG. These reports shall include:
 1. Each call received from 911 to respond for ALS services;
 2. Time from 911 dispatch to vehicle moving ("chute time") and arrival time to the location of ALS need;
 3. Time paramedic reported back in service;
 4. Identification and explanation of any response delays, equipment failures, and missed calls. The Contractor shall note if such responses were the result of any of the following:
 - a. Call was reduced ALS by on-scene responders or by the dispatcher in accordance with established protocol;
 - b. Severe inclement weather conditions which impair visibility or create other unsafe driving conditions;
 - c. Unavoidable delay caused by unreported/unforeseeable road construction;
 - d. Material change in dispatch location after the initial dispatch;

- e. Second and/or third ALS units to the same scene.
- f. The Contractor shall, during the second year (commencing January 1, 2018) of this Contract, achieve an average chute time, measured weekly, of sixty (60) seconds or less. If such average chute time is not achieved, the Oversight Committee may, after discussion with the Contractor, impose a fine of \$50 for each time the Contractor fails to achieve the required chute time.
- g. The Contractor shall cover not less than eight-five (85) percent¹ of all ALS calls within the NECCOG PSA.
- h. The Contractor shall accept automatic dispatch of the closest available ALS responder as determined by QVEC dispatch.
- i. Contractor shall, within sixty (60) days of the signing of this Contract and (if requested) with the assistance of NECCOG, secure ALS mutual aid agreements with all ALS services abutting the NECCOG PSA. In the event that the Contractor can demonstrate, to the satisfaction of the Oversight Committee, that any such mutual aid agreement may not be reasonably, in the opinion of the Oversight Committee, be gained - such requirement may be waived.
- j. As to insurance, Contractor will provide during each year of this Contract, prior to the start date on the Contract and then prior to each July 1, and will replace twenty (20) days prior to the renewal date, at its own cost and expense, Certificates of Insurance written by sureties or insurers licensed in the State of Connecticut to NECCOG for the insurance required by this Contract. Such Certificates of Insurance shall contain a provision that NECCOG, Quinebaug Valley Emergency Services ("QVES"), Participating Town Volunteer/Paid Fire and Ambulance Services, and each Participating Town and their respective agents, volunteers and employees are "Additional Insureds" on all policies. In addition, NECCOG shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery, of any change to or cancellation of any or all insurance policies required under this Contract. The policies required under this Contract shall be acceptable to NECCOG. If, at any time, any of the insurance policies shall be or become unsatisfactory to NECCOG in form or substance, or if the surety or insurer issuing any such policies is unsatisfactory to NECCOG, the Contractor shall promptly obtain a new policy and submit a Certificate of Insurance to NECCOG for approval. The Contractor and its insurers shall waive all rights of subrogation against NECCOG, QVES, Participating Town Volunteer/Paid Fire and Ambulance Services, and each Participating Town and their respective agents, volunteers and employees for losses arising from work performed under the Contract. If any policy is a claims made policy, then following the expiration or termination of this contract contractor will continue such insurance coverage for a period of at least three (3) years or purchase a tail policy reasonably satisfactory to NECCOG;
- k. Contractor shall be responsible for all billing for services, including but not limited to direct billing to insurance companies, third party payors and private pay patients and providing of

¹ Preferred percentage, NECCOG is open to discussion

prompt information to Basic Life Support provider for bundle billing to Medicare/Tri-Care patients, all in accordance with applicable law;

1. In the event that Contractor transports a patient covered by Medicaid or Worker's Compensation, The Contractor shall receive and accept the payments provided under those programs. The Contractor shall not bill the patient for any charges in excess of payments allowable for Medicaid or Worker's Compensation, except for any co-payment or other cost sharing amount permitted by such program.
 2. In the event that the Contractor transports a patient covered by Medicare, the Contractor shall receive and accept in return for any covered emergency services provided under this Agreement, a total payment from Medicare, the patient and any third party payer equal to the maximum allowable charge under Medicare.
- l. Performance bond. The Contractor shall furnish to NECCOG a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Contract in a form satisfactory to NECCOG assuring the faithful performance of the Contract. The Performance Bond shall be equal to one hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by NECCOG, and shall be continued for the life of this Contract in amounts equal to a hundred percent (100%) of each year's estimated Contract price as reviewed and agreed upon by NECCOG. The Contractor must send such Performance Bond to NECCOG prior to the start date on the Contract and then prior to each July 1 of each year of this Contract. Each such Performance Bond shall be furnished by a surety company acceptable to NECCOG and licensed or authorized to do business in Connecticut. Should the Contract price for any year increase during the year, NECCOG may require the Contractor to provide a Performance Bond for the increase in the Contract price for the remainder of such year.
- m. Contractor shall be responsible for complying with all applicable State contracting requirements.
- n. Contractor's Representations and Warranties Contractor represents, warrants and covenants that as of the date hereof and throughout the term of the Contract:
1. Contractor shall have all licenses, permits, certifications and other governmental authorizations and approvals required to perform its obligations under this Contract;
 2. Contractor is and shall be certified to participate in the Medicare and Medicaid programs to provide ambulance services; and
 3. All paramedics employed by or contracted with Contractor are and shall be properly licensed or certified in the State of Connecticut and not excluded from participating in the Medicare and Medicaid programs, and are and shall be qualified by education, training and experience to perform their professional duties hereunder.
- o. Vehicle and Medical Equipment
1. Contractor shall provide one (1) non-transport four-wheel drive paramedic intercept

unit.

2. Contractor's vehicle must meet all Department of Public Health (DPH) and Office of Emergency Medical (OEMS) requirements.
3. Contractor's vehicle must be removed from service in the NECCOG system upon reaching its manufacture's suggested useful life.
4. Contractor shall supply ALL advanced and basic life support equipment as required by DPH/OEMS and such other equipment as may be required by the sponsor hospital.
5. Contractor must be able to replace its primary response vehicle within one (1) hour of such vehicle being disabled and identify its plan and capacity to replace the primary vehicle within one (1) hour should it become disabled for any reason.

p. Communication

1. Contractor must supply radio equipment capable of communication with local dispatch center (Quinebaug Valley Emergency Communication ("QVEC")) and community fire and EMS units. Specifically:
 - a. VHF High Band - 155.000 band
 - b. UHF Ultra-high - 460.000 band (Medical Radio)
 - c. VHF Low Band - 33.00 - 50.00
2. The Contractor must supply the paramedic with a portable two-way radio compatible with the State approved communication system for the primary dispatch frequency.
3. The Contractor must supply the paramedic with a dedicated cell phone for direct access by the communications center.
4. The Contractor must supply NECCOG with a direct and dedicated number to the Contractor's supervisory staff so that problems can be immediately addressed twenty-four (24) hours per day.
5. The Contractor must have in place and maintain a fleet tracking Global Positioning System/Automatic Vehicle Locator (GPS/AVL) system, fully compatible with QVEC, on all ALS vehicles used in this program.

q. Staffing

1. Contractor's vehicle must be staffed 24 hours per day, 7 days a week, 365 days per year.
2. Minimum staffing is one Connecticut licensed paramedic, certified in accordance with Connecticut law, on the vehicle or as otherwise required by applicable law.
3. Paramedics in this system must be subject to medical control and direction by the Day Kimball Hospital Director.

4. Paramedics in this system must be subject to both the satisfaction of the Day Kimball Hospital Director to be able to fully perform their duties.
 5. Paramedics in this system must be subject to a minimum of six (6) months active and continuous medical control, as defined by Section 19a -179-1(o) of the Connecticut Regulations, by NECCOG's sponsor hospital prior to assignment in the NECCOG unit and have completed and maintained the following training: ACLS, PALS, PHTLS, and other training that may be deemed appropriate including but not limited to mass casualty, biological, chemical and radiological training.
 6. Contractor must be able to replace an on-duty paramedic within one (1) hour, should he/she become sick or injured. Contractor must identify its plan and capacity to replace an on-duty paramedic within one (1) hour, should he/she become sick or injured.
 7. The NECCOG Paramedic Oversight Committee reserves the right of refusal for any of the Contractor's staff.
- r. Insurance. In addition to the insurance obligations set forth in Section 3(g) hereof, Contractor must provide evidence on or before the signing of a contract that it maintains insurance coverage, to the satisfaction of NECCOG, at or above those levels required by Connecticut General Statutes for paramedic services.
- s. Oversight Committee. The Contractor's management representative or their designee will be required to attend every meeting of the NECCOG Paramedic Oversight Committee. Such meetings will be not less than quarterly - nor more than monthly, and may be called at any time.
- t. Mutual Aid. The Contractor will be required to enter into mutual aid agreements for paramedic services with neighboring communities and respond to other communities, if requested, through, any normal mutual aid agreements of NECCOG or its member towns or through a disaster activation.
- u. No Separate Agreements. The Contractor shall not enter into separate arrangements or agreements with the towns listed in Section 1.

4. NECCOG Duties and Responsibilities

- a. NECCOG agrees to work with Contractor and NECCOG's sponsor hospital, Day Kimball Hospital, to obtain/maintain adequate parking with an electrical hookup for a vehicle charging cord at the Hospital and a small office at the Hospital, at no cost to Contractor.
- b. NECCOG agrees to assist the Contractor by arranging Bundle Billing Agreement meetings with Basic Life Support providers within 45 days of Contract being signed as needed.
- c. NECCOG agrees to assist the Contractor in securing ALS mutual aid agreements with ALS providers adjacent to the NECCOG PSA.

5. **Term of Contract.** The initial term of the Contract shall be from **January 1, 2017 - June 30, 2018**. By mutual consent, the parties may extend the Contract from **July 1, 2018 - June 30, 2019**. Discussions regarding the extension of the Contract shall begin not less than one-hundred and twenty (120) days prior to the termination date.

6. Costs and Terms of Payment:

- a. NECCOG shall pay Contractor _____ per transport of persons originating in one of the Participating Towns on a monthly basis and the total annual payments shall not exceed _____ dollars (\$ _____) for the term of the Contract. The payment per transport shall be sole consideration paid by NECCOG for Contractor's services without regard to whether such services are covered by any third party payor whether Medicaid is a secondary payor.
- b. NECCOG shall reimburse any mutual aide ALS service providing ALS transport when the Contractor is unable to perform such service at the payment level in place at the time of the ALS transport service.
- c. Contractor shall directly reimburse QVEC, at the rate of ten (\$10) dollars per call, provided an agreement has been entered into between the parties for such fee, dispatched as reported to NECCOG monthly and responded to by the contractor which shall be payable within forty-five (45) days of receipt of a monthly call statement from QVEC and confirmation from NECCOG that such dispatching report has been received by NECCOG, for dispatching services.
- d. If NECCOG shall dispute any portion of an invoice submitted by Contractor, it may withhold such payment and give Contractor written notice of the charges it disputes. Any such payment that has been withheld shall not be assessed late charges or interest. Contractor shall provide additional information regarding the disputed charges as NECCOG shall reasonably request.
- e. NECCOG may also dispute any portion of an invoice after paying the invoice, for a period of up to three (3) months after the date of such invoice. NECCOG will give Contractor notice of any charges it disputes. If NECCOG disputes any portion of an invoice after it has been paid, then NECCOG may withhold the disputed amount from any future invoices. Any such payment that has been withheld shall not be assessed late charges or interest. Contractor shall provide additional information regarding the disputed charges as NECCOG shall reasonably request.
7. **Independent Contractor.** It is the intention of the parties that the relationship of Contractor to NECCOG in the course of the performance of its duties pursuant hereto is that of an independent contractor. Nothing contained in this Contract shall be construed to constitute Contractor as a partner, joint venturer, agent or employee of NECCOG. Contractor, as an independent contractor, shall be solely responsible for the hiring, discipline and management of Contractor employees, and all costs and expenses related thereto, including the payment (and withholding, if required) of all applicable federal, state and local taxes. Contractor and

NECCOG shall not be construed as joint venturers or partners of each other and neither shall have the powers to bind or obligate the other except as set forth in this Contract.

8. **Performance Standards.** All Contractor employees will maintain performance standards that may be established by the NECCOG Paramedic Oversight Committee and in reasonable agreement with the Contractor. Such performance standards shall include, but not be limited to response times, activation times and other qualitative/quantifiable standards that the NECCOG Paramedic Oversight Committee in reasonable agreement with the Contractor deem appropriate. Failure on the part of the Contractor's employees to meet established performance standards may result in a penalty not to exceed fifty dollars (\$50) per incident payable by Contractor to NECCOG.
9. **Medical Control.** All Contractor employees assigned to work for NECCOG must have current medical control authorization from NECCOG's sponsor hospital, Day Kimball Hospital. Contractor hereby agrees to provide NECCOG with proof of each assigned employee's medical control authorization and Contractor shall keep NECCOG apprised of the status of each Contractor employee's medical control authorization, including, but not limited to, promptly notifying NECCOG of any action threatened or taken on a Contractor's employee's medical control authorization, whether resulting from an incident occurring while on assignment at NECCOG or otherwise.
10. **Operating License.** Each party agrees to immediately notify the other party regarding any issues involving its license/certificate to operate, including, without limitation, suspension and/or revocation of its license and/or the failure to renew its license/certificate in a timely fashion.
11. **Other Notices.** Contractor shall notify NECCOG promptly in writing (i) if any representation or warranty in Section 3(k) is untrue in any material respect at any time during the term of this Contract, (ii) of the existence and basis of any suit, investigation, disciplinary action or other proceeding against the Contractor or any employee of Contractor, including any action affecting Contractor's licenses and/or certifications and ability to participate in Medicare and Medicaid, (iii) of the existence and basis of any claim by any plaintiff, governmental agency, health care facility or professional review board or society which involves allegations of malpractice or professional misconduct, and (iv) any other occurrence known to Contractor that could materially impair the ability of Contractor to perform its obligations under this Contract.
12. **Right of Refusal.** NECCOG reserves the right to refuse to have a Contractor employee, assigned to perform services for NECCOG. Such refusal shall be made in writing by the Oversight Committee, and shall take effect immediately. If, however, the Contractor employee is on duty at NECCOG when NECCOG exercises this right, the Contractor employee will be allowed to finish out his or her shift unless the problem is so serious as to require removal of employee immediately.
13. **Indemnification.** Contractor agrees to indemnify and hold harmless NECCOG, QVES, Participating Town Volunteer/Paid Fire and Ambulance Services, and each Participating Town or Town Services and all of their respective employees, volunteers and agents from any and all claims, losses, demands, penalties, liabilities and judgments, including attorneys' fees and expenses, arising from (i) the negligent or intentional misconduct or failure of performance under this Contract of Contractor, any employee, agent or personnel, including without

limitation, malpractice, except those claims or losses arising from the negligent or intentional misconduct of NECCOG or QVES, Participating Town Volunteer/Paid Fire and Ambulance Services, or a Participating Town or one of their respective employees, volunteers and agents or (ii) a breach of any representation and warranty of Contractor in this Contract or (iii) the failure of Contractor and its employees and agents to comply with the terms and conditions of this Agreement. Contractor further agrees to indemnify and hold harmless NECCOG, QVES, Participating Town Volunteer/Paid Fire and Ambulance Services, and each Participating Town or Town Services and all of their respective employees, volunteers and agents from any and all claims, losses, demands, penalties, liabilities and judgments, including attorneys' fees and expenses, arising from claims made by any Contractor employee against NECCOG, QVES, Participating Town Volunteer/Paid Fire and Ambulance Services, and each Participating Town and all of their respective employees, volunteers and agents, except those claims or losses arising from the negligent or intentional misconduct of NECCOG or QVES, Participating Town Volunteer/Paid Fire and Ambulance Services, or a Participating Town or one of their respective employees, volunteers and agents.

14. Default and Termination of Contract

- a. If, at any time during the term of the Contract, Contractor, in the reasonable discretion of NECCOG: (a) has failed materially to provide services required in accordance with this Contract; (b) has become insolvent; (c) makes an assignment for the benefit of creditors; (d) files a voluntary petition in bankruptcy; (e) is subject to an involuntary petition in bankruptcy not discharged within ninety (90) days; (f) abandons the work; (g) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; or (i) repeatedly or materially fails to comply with any other term or condition contained in the Contract, NECCOG shall have the right to terminate the Contract upon written notice to Contractor.
- b. If, at any time during the term of the Contract, Contractor materially fails to provide services that meet the requirements of this Contract, then in each instance, NECCOG may withhold payments for those services that do not meet the requirements of this Contract. In addition, Contractor shall pay to NECCOG a penalty of fifty dollars (\$50) per incident. The penalty shall not apply during periods when Acts of God limit or prevent Contractor employees from properly performing their duties, including but not limited to, Contractor employees not arriving for work on time. Use of this penalty shall in no way be construed as a waiver of NECCOG's rights under paragraph 14(a) of this Contract.
- c. The above remedies are in addition to any other remedies NECCOG may have under applicable law.
- d. In the event of termination by NECCOG, NECCOG's payment obligation shall cease as of the final date on which services in accordance with this Contract are last performed by Contractor.
- e. Upon termination of this Contract pursuant to this Section, the Contractor (and its surety) will be responsible for all of NECCOG's reasonably incurred expenses, losses and damages incurred in replacing Contractor for the remainder of the term of the Contract.

- f. In the event of cancellation of the Contract and the necessity to bid or otherwise negotiate a new contract with another contractor, the Contractor will be responsible for indemnifying NECCOG for costs incurred in obtaining a new contract including any and all increases in costs for equivalent service for the duration of the term of the original Contract, irrespective of the Performance Bond.
15. **Primary Service Area.** Contractor shall relinquish, in writing to the Connecticut Department of Public Health, the ALS Primary Service Area for the towns identified in Section 1 above, without recourse, upon termination of the Contract or upon thirty (30) days prior written notice by NECCOG; contingent on the actual acceptance and reassignment of the ALS PSAR designation by DPH. In addition, if the Town of Killingly is a participating town, there may be additional requirements for the Contractor to relinquish the ALS Primary Service Area for the Town of Killingly upon realignment of the ALS PSAR designation by DPH of such areas.
16. **Arbitration.** It is the intention of the parties that any dispute arising under this Contract which is not resolved within the thirty (30) day period commencing upon the issuance of written notice of the dispute by one party to another party, shall be settled by arbitration in the City of Hartford, Connecticut, in accordance with the rules then prevailing of the American Arbitration Association using an arbitrator acceptable to both parties and judgment upon the award rendered by the arbitrator may be entered and enforced in any court of competent jurisdiction. The cost of any arbitration proceeding under this Section shall be shared equally by the parties to the dispute, excluding a party's attorney's fees.
17. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by hand delivery or mail (overnight delivery; or registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

If to NECCOG: 125 Putnam Pike, PO Box 759
Dayville, CT 06241
860-774-1253
john.filchak@neccog.org

If to Contractor:

Or such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

18. **Waiver or Breach.** The waiver by either party of a breach of any provision of this Contract by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
19. **Assignment.** No part of this Contract nor any rights or obligations hereunder, shall be assigned or subcontracted without the prior written approval of NECCOG. This is intended to be a restriction on both the right and the power to assign, and any purported assignment not consented to by NECCOG as herein required shall be void, shall confer no rights on the purported assignee and need not be recognized by NECCOG. This Contract shall be binding

upon and inure to the benefit of Contractor and NECCOG and their respective permitted successors and assigns.

- 20. **Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- 21. **Applicable Law.** This Contract shall be governed, construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its conflicts of laws principles.
- 22. **Entire Contract.** This Contract and all Exhibits attached hereto contain the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Contract. This Contract may not be changed, except in an amendment signed by both parties.
- 23. **Construction.** Section headings herein are for convenience only and shall not affect the construction thereof.
- 24. **Counterparts; Facsimile Signatures.** This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

Northeastern Connecticut Council of Governments

By _____

Name: _____

Its: _____

Contractor

By _____

Name: _____

Its: _____

EXHIBIT B

Proposal Form

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of regional paramedic intercept services for NECCOG, hereby proposes and agrees to fully perform the regional paramedic intercept services in strict accordance with the Proposal Documents and the Contract, including furnishing any and all paramedics, contact persons, vehicles, equipment, labor, materials and supplies, and to do all things required to perform said regional paramedic intercept services in accordance with the Proposal Documents and the Contract for regional paramedic intercept services, for:

**[INSERT COMPENSATION SCHEDULE HERE,
AND NOTE ALTERNATIVES, IF APPLICABLE,
AND DESIGNATE IF THERE WILL BE DIFFERENT COMPENSATION APPLICABLE TO THE
FOLLOWING PERIODS:**

**January 1, 2017 - June 30, 2018
July 1, 2018 - June 30, 2019**

NECCOG reserves the right to change, delete, add, or otherwise modify the scope of such regional paramedic intercept services.

Signed: _____

Proposer's Name

By: _____
Name

Its

Street

City/State Zip

Date

EXHIBIT C

Surety's Affidavit

In the interest of protecting NECCOG and the surety company, NECCOG requires that the Proposer's surety company provide the information below to the Proposer. Each Proposer must include this information with its Proposal Bond as a part of their proposal at the time of the Proposal opening. This is required in order for NECCOG to verify the validity of the Proposal Bond.

(Proposer to fill in the following before sending to surety company.)

_____ Proposer's Name	_____ Proposal Name
_____ Address	
_____	_____ Estimated Contract Amount
_____	_____ <u>Regional Paramedic Intercept Services</u>
Area Code Phone #	Work Description
_____	_____
Contact Person	

(Surety Company to fill in the following and return to Proposer.)

_____ Surety Company Name	_____ Agent's Name Issuing Bond
_____ Agent's Telephone #	_____ Agent's License #
_____ Proposal Bond	
I, _____, representing the	
_____ Surety Company	

I do hereby acknowledge executing the aforementioned Proposal Bond to the above referenced Proposer. I recognize this work will be performed in Connecticut and hereby acknowledge that this Surety Company is licensed to do business in Connecticut.

_____ Agent's Signature	_____ Date
----------------------------	---------------

EXHIBIT D

Reference Check

Please provide three (3) references:

1. _____
Company Name

Contact Person

Telephone Number

Period of Contract

2. _____
Company Name

Contact Person

Telephone Number

Period of Contract

3. _____
Company Name

Contact Person

Telephone Number

Period of Contract

EXHIBIT E

Pending Of Threatened Litigation

For cases pending, please provide the following information for each matter:

1. Parties (suing or being sued)
2. Docket Number and Court
3. Brief Description and Status
4. Likely Outcome

(Attach additional sheets, if necessary.)

EXHIBIT F

Non-Collusion Statement

The undersigned hereby declares that this Proposal is made without any connection with any other person or person making any proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by NECCOG is directly or indirectly interested in the proposal or in the services to which it relates, or in any portion of the profits therefrom.

Signed: _____

Proposer's Name

By: _____

Name

Its

Street

City/State Zip

Date

STATE OF CONNECTICUT:

ss

COUNTY OF:

Subscribed and Sworn to before me on this ____ day of _____, 2016.

Notary Public