

# Request for Proposals

The Northeastern Connecticut Council of Governments ("NECCOG") 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 July, 21, 2023 ("Proposal **Due Date**"), 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, located at 125 Putnam Pike, Dayville, Connecticut 06241, between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

The Northeastern Connecticut Council of Governments reserves the right to amend or withdraw this Request for Proposals for any reason, 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

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#### 1. Introduction

The Northeastern Connecticut Council of Governments ("**NECCOG**") is seeking to engage a qualified company meeting the requirements in this Request for Proposals to provide certain Services relating to paramedic intercept services.

### 2. Background

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). towns of NECCOG are: Ashford, Brooklyn, Canterbury, Chaplin, Eastford, Hampton, Killingly, Plainfield, Pomfret, Putnam, Scotland, Sterling, Thompson, Union, Voluntown and Woodstock (collectively, the "NECCOG Region"). The NECCOG Region is large (just over ten percent of Connecticut's total area) - covering 562.8 square miles. Northeastern Connecticut is rural. With the exception of small commercial centers, warehousing and manufacturing facilities scattered throughout the NECCOG 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 NECCOG Region is located near New England's largest metropolitan areas: Providence, Worcester, and Boston. Demographically, the NECCOG Region had a 2020 population of 95,326 making the region one of the least populated regions in Connecticut. The NECCOG Region contains just under three percent of the State's population. From 1970 to 2020 the region gained more than 30,000 persons - a more than 44% gain. Most of this growth occurred in previously undeveloped locations with single family homes. Population increases in recent years have been flat and indications are that trend will continue.

The Regional Paramedic Program began in 1999. The towns of Brooklyn, Eastford, Killingly, Pomfret, Putnam, Sterling, Thompson, Woodstock and a portion of Plainfield (north of Route 14) are the current participating towns. During the past three years, the program has provided approximately 2,300 paramedic transports per year.

For purposes of this Request for Proposals, as of the date hereof, the towns of Brooklyn, Eastford, Killingly, Pomfret, Putnam, Sterling, Thompson, Woodstock and a portion of Plainfield (north of Route 14) are seeking paramedic intercept services.

#### 3. Definitions

- A. "**Addendum**" means written documents issued by NECCOG prior to the Addendum Due Date which modify this Request for Proposals by additions, deletions, clarifications or corrections.
- B. "Addendum Due Date" means July 11, 2023.
- C. "**Contract**" means the document that the Proposer executes with NECCOG to provide the Services, substantially in the form of <u>Exhibit A</u>, attached hereto and made a part hereof.
- D. "**Provider**" means the Proposer who is selected by NECCOG to provide the Services and executes the Contract.

- E. "Proposal Due Date" means July 21, 2023.
- F. "**Proposal Price**" means the compensation schedule provided by the Proposer for the Services in the form attached hereto as <u>Exhibit B</u>.
- G. "Form of Services Agreement" means that certain form of agreement attached hereto as Exhibit A for regional paramedic services.
- H. "Informational Request Due Date" means July 6, 2023.
- I. "Laws" means all municipal, state and federal laws, permits, ordinances, rules, regulations, guidance, executive orders, and best practices and NECCOG policies related to the Services.
- J. "NECCOG" means the Northeastern Connecticut Council of Governments.
- K. "Oversight Committee" means the advisory committee appointed by NECCOG to assist with the selection of the Provider and technical aspects of the Regional Paramedic Program.
- K. "Participating Town" means the towns designated by NECCOG within the Public Service Area, which as of the date of this Request for Proposals shall include the towns of Brooklyn, Eastford, Killingly, Pomfret, Putnam, Sterling, Thompson, Woodstock and a portion of Plainfield (north of Route 14).
- L. "**Proposal**" means a submission by a Proposer to provide the Services that conform to the Proposal Documents.
- M. "Proposal Documents" means this Request for Proposals, all Exhibits attached hereto, and any Addendum.
- N. "Proposer" means the person or entity who submits a Proposal.
- O. "Public Service Area" means those certain towns, or portions thereof, that are members of NECCOG and shall have the Services provided therein, which such area may be modified during the Term.
- P. "QVEC" means Quinebaug Valley Emergency Communication, which is the regional 911 center.
- Q. "Request for Proposals" means this published notice of the acceptance of Proposals for the Services.
- R. **"Services"** means those certain regional paramedic intercept services described in this Request for Proposals and as defined in the Form of Services Agreement attached as <u>Exhibit A</u> hereto, and made a part hereof.
- S. "Service Area" means those areas located in the towns of Brooklyn, Eastford, Killingly, the portion of Plainfield that is north of Route 14, Pomfret, Sterling, Thompson and Woodstock, which such areas may change in NECCOG's sole discretion from time-to-time.
- T. "Term" means the term of the Contract, which shall begin on July 1, 2023 and end on June 30, 2026.

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

#### 4. The Services

- A. NECCOG is seeking Proposals from qualified firms to provide the Services as described herein and in the attached Form of Services Agreement attached hereto as <a href="Exhibit A">Exhibit A</a> for the Participating Towns in the Service Areas. The Services shall include all paramedics, contact person(s), vehicles, equipment and services required to complete the regional paramedic intercept services and related reporting, and shall also incorporate any other labor, materials, supplies, overhead, taxes and profit of the Proposer.
- 2. The Provider shall comply with all municipal, state and federal laws, permits, ordinances, rules, regulations, guidance, executive orders, and best practices, and NECCOG policies related to the Services (collectively, the "Laws"). In case of inconsistencies between the Laws or the Contract, the Provider shall comply with the most conservative provisions. The Provider acknowledges the changing nature of laws generally and agrees that it is solely responsible for consistently monitoring the Laws, including those related to COVID-19 or other pandemics, and any changes thereto and to promptly develop and implement any required changes to the Services in order to ensure compliance with the same. It shall be the responsibility of the Provider to ensure that all personnel employed are familiar with, and shall comply with, the Laws.
- 3. The term of the Contract shall be for the period from **July 1, 2023** to **June 30, 2026** (the "**Term**"). NECCOG reserves the right to extend the Term with the Provider by mutual consent.

#### 5. Instructions to Proposers

- A. Proposals shall be received from Proposers for the furnishing the Services, which shall be provided in accordance with the terms described herein, including the Form of Services Agreement attached hereto as <a href="Exhibit A">Exhibit A</a>.
- B. The Services requested in this Invitation to Submit Proposals include any and all labor, materials, supplies, overhead, taxes and profit to Proposer, and the Proposal Price shall be "all-inclusive."
- C. The successful Proposer must execute the Contract substantially the form attached as <a href="Exhibit A">Exhibit A</a>. The terms, conditions and provisions of the Contract are incorporated into and made a part of this Invitation for Proposals. Each Proposer should be thoroughly familiar with all the terms, conditions and provisions of the Contract. The Contract may contain such other further additional provisions that NECCOG deems necessary.
- D. When executed and submitted by Proposer, the Proposer acknowledges it has full knowledge of and agrees with the general specifications, conditions and requirements of its Proposal and these Proposal Documents, including, but not limited to, the requirements set forth in <a href="Exhibit A">Exhibit A</a>.

- E. 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 in the Proposal Price submitted in the form attached hereto as Exhibit B.
- F. The Proposer shall submit copies of the Proposal in accordance with the submission procedures set forth herein.
- G. The Proposal must comply with the Laws.
- H. The Proposal must be mailed or delivered to John Filchak, Executive Director, NECCOG, 125 Putnam Pike PO Box 759), Dayville, CT 06241 in an envelope clearly marked "Regional Paramedic Intercept Service Proposal."
- I. 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.
- J. The Proposals shall be submitted no later than 2:00 P.M. (E.D.T.), on July, 21, 2023 (the "Proposal Due Date"). 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.
- K. The Proposer shall submit one (1) original and ten (10) copies of the Proposal.
- L. 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. A written request does not in any way diminish the Proposer's responsibility to get the information it needs to make a Proposal. 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 **July 6, 2023, 2:00 pm** (Eastern Time) (the "**Informational Request Due Date**"). A written request does not in any way diminish a Proposer's responsibility to get the information it needs to make a Proposal.

- M. Any modification to the Proposal Documents, or clarification thereof, will be made by Addendum. Responses to inquiries will also be made by Addendum. Any Addendum will be posted on the NECCOG website <a href="neccog.org">neccog.org</a> and mailed to all persons that have requested this Request for Proposals on or before July 11, 2023 ("Addendum Due Date"). Each Proposer shall confirm prior to submitting its Proposal that it has received all Addendum.
- N. Conditional Proposals will not be accepted. Proposals which qualify, amend, limit, or omit any of the Proposal Requirements shall not be considered.
- N. The successful Proposer shall, after being awarded the Contract, and before doing any work, shall furnish certificates of insurance, as outlined in the Form of Agreement attached hereto as Exhibit A.

- O. NECCOG may make such investigation as deemed necessary to determine the ability of the Proposer to discharge the Contract, if awarded. The Proposer shall furnish NECCOG with all such information and data as may be required for this purpose.
- P. One or more Proposers may be asked to provide additional information, to meet with NECCOG to discuss their respective Proposals, or to address such other issues as deemed important to NECCOG.
- Q. NECCOG also reserves the right to interview and negotiate with one or more Proposers after the Proposals are opened. NECCOG reserves to itself the right to be the sole judge of which Proposal best meets the needs of NECCOG. NECCOG has the right to modify the final Contract based upon negotiations with Proposers. Prior to the award of the Contact and during the Term, NECCOG reserves the right to negotiate changes in the scope and commensurate costs of the Services as well as changes in the scope and/or cost of any enhancements offered by the Proposer to NECCOG.
- R. The Proposal shall be signed by the person or persons legally authorized to bind the Proposer to a contract.
- S. No right shall accrue to any Proposer submitting a Proposal until the execution of the Contract by a duly authorized officer of NECCOG.
- T. News releases pertaining to this Invitation for Proposals or the Services to which it relates will not be made without the prior written approval of NECCOG and then only in connection with NECCOG.
- U. Notwithstanding anything contained herein to the contrary, NECCOG reserves the right to amend or withdraw this Request for Proposals for any reason, to accept or reject any or all Proposals, in whole or in part, and to waive informalities, non-material deficiencies or procedural irregularities in any Proposal submission as determined by NECCOG, in its sole and absolute discretion, to be in the best interest of NECCOG. No Proposal will be accepted or opened that is not submitted in compliance with the requirements of the Proposal Documents. This Request for Proposals does not commit NECCOG to pay any costs incurred by any Proposer in the preparation of a Proposal and all Proposals shall become the property of NECCOG and will not be deemed confidential or proprietary.

#### 6. Proposal Requirements

- A. The Proposal shall be submitted, at a minimum, with all of the information described in this Invitation for Proposals, including the schedules and exhibits attached hereto. By submitting a Proposal, each Proposer herby agrees to those certain terms and requirements described in the Form of Agreement attached as <a href="Exhibit A">Exhibit A</a>. Each Proposal shall be accompanied by the Certification attached hereto as <a href="Schedule 1">Schedule 1</a>.
- B. Each Proposer shall submit the Proposal Price in the form attached hereto as <a href="Exhibit B">Exhibit B</a>. The Proposal Price shall address compensation for each period listed on <a href="Exhibit B">Exhibit B</a> and shall detail the structure of payment from NECCOG to the Provider for the Services provided under the Contract for each of the Participating Towns. In addition, such Proposal Price shall be a firm price for a period of ninety (90) days from the Proposal Due Date. If awarded the Contract,

- the Proposal Price shall be firm prior to the execution of the Contract and then during the Term.
- C. 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.
- D. 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 the Provider 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. 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.
- E. All Proposers must read and fill out the reference check form attached as <a href="Exhibit D">Exhibit D</a> ("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.
- F. NECCOG will not transact business with firms that do not comply with NECCOG's non-discrimination policy or who are not otherwise compliant with all federal and state statutes and executive orders pertaining to non-discrimination, as such policies and laws may change from time-to-time. All Proposers must read and execute the Non-Discrimination Memorandum, in the form attached as **Exhibit E**, attached hereto and made a part hereof. It is the Proposer's responsibility to ensure compliance with this policy during the Term.
- G. Each Proposer shall submit a description of itself. Such description shall include the history of the Proposer's work as an advance life support provider and the Proposer's capacity and experience to provide the Services on a regional basis.
- H. All Proposers shall show evidence to NECCOG of satisfactory financial responsibility to perform the Contract throughout the Term. All Proposers must provide data to indicate its

- financial condition, including audited financial statements for the last three (3) years presented in accordance with generally accepted accounting principles.
- 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.
- 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 F**, attached hereto and made a part hereof.
- 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 <a href="Exhibit G">Exhibit G</a>, attached hereto and made a part hereof.
- 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 Provider.
- M. Each Proposal must include whether or not the Proposer is a sole proprietor, a partnership, a corporation or other legal entity, and shall be signed by the person or persons legally authorized to bind the Proposer to a contract. Each Proposer shall also provide the information regarding how long the organization has been engaged in business, its number of employees, and other information that may be pertinent to the Services.

### 7. Award

- A. 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.
- B. NECCOG may, in its sole and absolute discretion, reject any Proposal based on a review of the criteria noted herein, including, but not limited to, Proposer's equipment, facilities, personnel, and/or its experience in general, or specifically in the region, to perform the Services. Remaining Proposers may be requested to provide additional information or revised Proposals to NECCOG for further consideration.
- C. NECCOG will endeavor to make an award within thirty (30) after the Proposal Due Date, and each Proposal Price quoted by a Proposer must be firm during that time period. NECCOG further reserves the right to make awards following the thirty (30) day period to any Proposer who has not provided written notice to NECCOG that is Proposal has been withdrawn. If awarded the Contract, the Proposal Price shall be firm prior to the execution of the Contract and then during the Term.

# Regional Paramedic Intercept Services Request for Proposals - Northeastern Connecticut Council of Governments

D.	Following the scoring of the Proposals, top ranked Proposers, including the staff to be
	assigned to the Services, may be invited to NECCOG for an in-person interview at NECCOG's
	office in Dayville, CT.

### Schedule 1

# **CERTIFICATION**

•	•	nents, including all exhibits, which are
		a part hereof, and the following addendum: f none, state "None"), and the Proposal
conforms to the terms and condition		
Proposal Documents, all of the interpretation of the terms and conditions executed with NECCOG, if award understand that any information to	formation and material seand true. I, as an office of these Proposal Docuded the Contract. I, as that is found to be incorring the evaluation or su	, that, as the Proposer under these supplied to NECCOG as required by these er of, understand that ments shall be included in the Contract as an officer of, further mplete or false or, any attempt to mislead ubsequent to any award may result in the on of the Contract.
Signature	Date	
Name	Title	
Subscribed and Sworn to befor	e me on this day o	of, 2023.
Notary Public		

# Schedule 2

# **Proposer Information**

Company:			
Address:			
City	State		Zip
Telephone:		Fax:	
Email:			

### **EXHIBIT A**

# **Form of Contract**

# Regional Paramedic Service Provider Agreement

	This Service Provider Agreement (hereinafter the "Agreement") is made by and tween Northeastern Connecticut Council of Governments ("NECCOG") ande "Provider"), together, the "Parties," and each a "Party."
and	WHEREAS, NECCOG issued that certain Request for Proposals (the "RFP") dated, 2023, attached as Exhibit A to this Agreement for the Services (as defined herein);
aw	WHEREAS, the Provider submitted a Proposal dated, 2023, and NECCOG arded the Agreement to Provider on, 2023; and
ter	WHEREAS, the Provider is ready, willing and able to provide the Services on the ms and conditions set forth herein and has accepted the award of the Agreement; and
noı	WHEREAS, NECCOG does hereby appoint the Provider as its service provider to ovide the Services for the towns of Brooklyn, Eastford, Killingly, that portion of Plainfield rth of Route 14 which is within the Public Service Areas (as defined herein), Pomfret, tnam, Sterling, Thompson and Woodstock (collectively, the "Participating Towns"); and
	NOW THEREFORE, the Parties agree as follows:
1.	<b>Term.</b> The term of this Agreement shall be for a period of three (3) years beginning on July 1 2023 and terminating on June 30, 2026 (the "Term").
2.	<b>Services.</b> The Provider shall provide regional paramedic intercept services, as described in this Agreement as set forth in <u>Appendix 1</u> , twenty-four (24) hours per day, seven (7) days per week three-hundred-sixty-five (365) days per year (the "Services"). NECCOG will not be responsible fo any additional Services and/or charges not specified in this Agreement and/or <u>Appendix 1</u> .
3.	Compensation and Payment Terms. Within thirty (30) days of NECCOG's receipt of a properly detailed invoice for the Services, NECCOG shall pay Provider per transport of persons originating in one of the Participating Towns on a monthly basis. To avoid any doubt, this payment per transport shall be sole consideration paid by NECCOG for Provider's Services without regard to whether such Services are covered by any third party payor or whether Medicaid is a secondary payor. Detailed invoices must include such details as NECCOG shall

require, including, but not limited to, those details described in Appendix 1. Notwithstanding anything contained herein to the contrary, the Parties agree that payment to the Provider shall be conditioned on the proper delivery of Services described in <u>Appendix 1</u>.

The Provider shall pay a fine of \$200 for each time the Provider fails to respond to, or is unable to respond to, a call.

If NECCOG shall dispute any portion of an invoice submitted by Provider, it may withhold such payment and give Provider written notice of the charges it disputes. Any such payment that has been withheld by NECCOG shall not be assessed late charges or interest. Provider shall provide such additional information regarding the disputed charges as NECCOG shall reasonably request. 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 Provider 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. Provider shall provide additional information regarding the disputed charges as NECCOG shall reasonably request.

Provider shall directly reimburse Quinebaug Valley Emergency Communication ("QVEC"), at the rate of twelve (\$12) dollars per call dispatched as reported to NECCOG monthly and responded to by the Provider 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.

- 4. **Provider Representations and Responsibilities.** The Provider represents, warrants and covenants that as of the date hereof and throughout the Term it shall:
  - A. Exercise independent judgment and discretion in providing the Services;
  - B. Be solely responsible for the methods and means for providing the Services; and
  - C. Maintain all necessary licenses, permits, certifications, registrations and other governmental authorizations and approvals required to perform the Services.
- 5. Performance of Services/Qualifications. Provider and its officials, personnel, staff, employees, and/or agents providing the Services (collectively, "Provider Employees" and each, a "Provider Employee") shall perform their duties and obligations under this Agreement in a competent, professional and ethical manner in accordance with the currently approved methods and standard practices of the profession and according to the code of ethics of the Provider's professional organization. Provider shall also perform its duties and obligations under this Agreement 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 (collectively, the "Laws"). Provider shall ensure that each Provider Employee performing the Services are familiar with, and strictly adhere to, the Laws. To avoid any doubt, at all times during the Term (1) Provider is and shall be certified to participate in Medicare and Medicaid programs to provide ambulance services ("Medicare/Medicaid Authorization"), (2) each Provider Employee shall have the

necessary education, training and experience to perform their professional duties herein, and (3) each Provider Employee performing paramedic services ("Provider Paramedic") shall be properly licensed, have a current medical control authorization from NECCOG's sponsor hospital which can change from time to time throughout the Term (which as of the date of this Agreement is Day Kimball Hospital)(the "Sponsor Hospital"), be certified by the State of Connecticut, and not be excluded from participating in the Medicare and Medicaid programs. Prior to the beginning of the Term, and from time to time as requested by NECCOG, Provider shall provide documentation to NECCOG to support its Medicare/Medicaid Authorization. Prior to assigning any Provider Employee to perform the Services, and from time to time as request by NECCOG, Provider shall provide to NECCOG proof of each Provider Employee's current medical control authorization and any additional information regarding such Provider Employee's qualifications.

NECCOG reserves the right to refuse to have any Provider Employee assigned to perform Services for NECCOG. Such refusal shall be made in writing by the NECCOG Executive Director to Provider and shall take effect immediately. If, however, the Provider Employee is on duty at NECCOG when NECCOG exercises this right, such Provider Employee shall be allowed to finish their shift, unless the problem is so serious as to require removal of employee immediately.

All Provider Employees will maintain performance standards that may be established by the NECCOG Paramedic Oversight Committee in consultation with the Provider. 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 Provider, deem appropriate.

If, at any time during the Term, Provider materially fails to provide the Services in accordance with this Agreement, including any instance whereby a Provider Employee fails to meet a performance standard established by the NECCOG Paramedic Oversight Committee, then in each instance, NECCOG may withhold payments for those portions of the Services that did not meet the requirements of this Agreement AND Provider shall include a credit on NECCOG's invoice for each instance in the amount equal to the transportation fee described in Section 3 of this Agreement.

- 6. Ownership of Data/Information. The Provider acknowledges that NECCOG owns any data, documents, materials, and information provided to it by NECCOG and the data and other information obtained and/or created by the Provider in connection with the Services. All data, documents, materials, and information provided to the Provider by NECCOG and/or obtained and/or created by the Provider in connection with the Provider's Services pursuant to this Agreement shall be returned to NECCOG upon the termination of this Agreement. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.
- 7. Insurance. The Provider shall, at its own expense and cost, obtain and keep in force during the entire Term the following primary insurance coverage covering the Provider and the Provider Employees and shall name the "Northeastern Connecticut Council of Governments" and each of the Participating Towns, and its respective officers, officials, employees, agents, boards, and commissions as Additional Insureds on a primary and non-contributory basis to the Provider's Commercial General Liability and Automobile Liability policies. There shall be no special limitations on the scope of protection afforded to NECCOG. The Provider shall assume any and

all deductibles in the described insurance policies and the Provider's insurer shall have no right of recovery or subrogation against NECCOG. **These requirements shall be clearly stated in the remarks section on the Provider's Certificate of Insurance.** Insurance shall be written with insurance carriers licensed to conduct business in the State of Connecticut and with a minimum AM Best, A VII rating. In addition, all carriers are subject to approval by NECCOG. Minimum limits and requirements are stated below:

#### A. Worker's Compensation Insurance:

- viii. Statutory Coverage (State of Connecticut).
- ix. Employer's Liability: \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease-each employee.

#### B. Commercial General Liability:

- i. Including Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage Coverage.
- ii. Limits of Liability for Bodily Injury, Personal Injury, and Property Damage Combined Single Limit Per Occurrence: \$2,000,000.
- iii. A Waiver of Subrogation shall be provided.

#### C. Automobile Insurance:

- i. Including all owned, hired, borrowed, and non-owned vehicles.
- ii. Limit of Liability for Bodily Injury, Personal Injury, and Property Damage: Per Accident \$2,000,000.

#### D. Errors and Omissions Liability or Professional Services Liability Policy:

- i. Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$1,000,000 each occurrence or per claim. NECCOG shall be named an Additional Insured for this specific Program. The certificate shall specify that NECCOG shall receive thirty (30) days advance written notice of cancellation or nonrenewal specific to this Agreement.
- ii. The Provider agrees to maintain continuous professional liability coverage for the Term, and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the termination of this Agreement.

#### E. Other:

- i. There shall be no exclusion for abuse and molestation.
- ii. Umbrella liability insurance with limits of liability not less than \$5,000,000 for each occurrence and in the aggregate.
- iii. If the Provider will be using any outside vendors, certificates of insurance conforming to the requirements in this Section 7 will be required from the vendor as well as from the Provider.

The Provider shall provide a Certificate of Insurance as "evidence" of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverages.

The Provider shall direct its Insurer to provide a Certificate of Insurance to NECCOG before any Provider Employee begins performing Services for NECCOG pursuant to this Agreement. The Certificate shall specify that NECCOG shall receive thirty (30) calendar days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Provider shall provide NECCOG copies of any such insurance policies upon request.

8. **Indemnification.** The Provider shall assume all liability for the Services provided to NECCOG pursuant to this Agreement. Neither NECCOG, nor any of the Participating Towns, shall be liable for the Services or any activity related to such Services. The Provider shall indemnify, defend, and hold harmless NECCOG and each Participating Town and each of their respective officials, agents, and employees from and against all claims, damages, losses, and expenses (including, without limitation, fees and charges of attorneys and other professionals and court and arbitration costs) which result from or arise out of (i) this Agreement, (ii) conduct of the Provider's business and any other activity of the Provider related to provision of Services by the Provider to NECCOG under this Agreement, (iii) breach or default in the performance of any obligation of the Provider under this Agreement, and/or (v) negligence or willful misconduct of the Provider or that any of the Provider's Employees.

As to any and all claims against NECCOG or any of the Participating Towns, or any of their respective officials, agents, or employees by any official, agent, or Provider Employee, or by anyone for whose acts the Provider may be liable, the indemnification obligation stated herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Provider under worker's or workman's compensation acts, disability benefit acts, or other employee benefit acts.

The provisions of this Section 8 shall survive the termination or expiration of this Agreement.

9. Performance Bond. The Provider shall furnish to NECCOG a Surety Performance Bond ("Performance Bond") with an option to renew each succeeding year of the Agreement in a form satisfactory to NECCOG assuring the faithful performance of the Agreement. The Performance Bond shall be equal to one hundred percent (100%) of each year's estimated Agreement price as reviewed and agreed upon by NECCOG, and shall be continued for the life of this Agreement in amounts equal to a hundred percent (100%) of each year's estimated Agreement price as reviewed and agreed upon by NECCOG. The Provider must send such Performance Bond to NECCOG at least \_\_\_ (\_) days prior to the beginning of the Term and then prior to each July 1 of each year of this Agreement. 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 Agreement price for any year increase during the year, NECCOG may require the Provider to provide a Performance Bond for the increase in the Agreement price for the remainder of such year.

- 10. Independent Contractor. Subject to the terms and conditions of this Agreement, NECCOG hereby engages the Provider as an independent contractor to perform the Services set forth in Appendix 1, and the Provider hereby accepts such engagement. It is the express intention of the Parties that the Provider is an independent contractor and not an employee, agent, joint venture, or partner of NECCOG. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between NECCOG and the Provider or any employee or agent of the Provider. Provider 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 Agreement. Both Parties acknowledge that the Provider is not an employee for federal or state tax purposes. The Provider will not be eligible for any NECCOG employee benefits. Further, the Provider waives any claims against NECCOG for benefits provided to its employees during any period in which the Provider may be determined to be a common law employee or some other designation and not an independent contractor. The Provider acknowledges that it makes this waiver knowingly and voluntarily. NECCOG shall not be responsible for withholding taxes with respect to the Provider's compensation hereunder and/or pursuant to the provisions of Appendix 1. The Provider shall have no claim against NECCOG hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. NECCOG will not be liable for any obligations incurred by the Provider, including, without limitation, unpaid minimum wages and/or overtime premiums.
- 11. **Non-Discrimination.** The Provider will not make employment decisions (including decisions related to hiring, assignment, compensation, promotion, demotion, disciplinary action and termination) on the basis of race, color, religion, age, sex, marital status, sexual orientation, national origin, ancestry, disability (including pregnancy), genetic information, or gender identity or expression, except in the case of a bona fide occupational qualification.
- 12. **No Assignment.** Neither this Agreement, nor any duties or obligations under this Agreement, may be assigned by the Provider to any person or entity without the prior written consent of NECCOG, which shall be granted in its sole and absolute discretion.
- 13. Governing Law/Forum. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the Parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.
- 14. **Default and Termination.** If, at any time during the Term, Provider, in the reasonable discretion of NECCOG: (a) has failed materially to provide Services; (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 Agreement other than as provided herein; or (i) repeatedly or materially fails to comply with any other term or condition contained in the Agreement, NECCOG shall have the right to terminate the Agreement immeidatley upon written notice to Provider.

Upon the termination of this Agreement by NECCOG, (a) NECCOG's payment obligation shall cease as of the final date on which Services are last performed by Provider, and (b) the Provider

(and its surety) will be responsible for all of NECCOG's reasonably incurred expenses, losses and damages incurred in replacing Provider for the remainder of the Term.

In the event of termination of this Agreement and the necessity to bid or otherwise negotiate a new agreement with another provider to provide the Services, the Provider will be responsible for indemnifying NECCOG for costs incurred in obtaining a new agreement including any and all increases in costs for equivalent service for the duration of the Term of the original Agreement, irrespective of the Performance Bond.

In addition to the right of termination under this Section 14, NECCOG may exercise any other legal or equitable right or remedy NECCOG may have.

15. Required Notices. Provider shall notify NECCOG promptly in writing (i) if any representation or warranty in Section 15 is untrue in any material respect at any time during the Term of this Agreement, (ii) of the existence and basis of any suit, investigation, disciplinary action or other proceeding against the Provider or any Provider Employee, or any threat of the same, including, but not limited to, any action affecting Provider's or any Provider Employee's licenses, certifications, and/or medical control authorizations, and/or the ability to participate in Medicare and Medicaid, whether or not resulting from an incident occurring while performing the Services or otherwise, (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, (iv) of 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, and (v) any other occurrence known to Provider that could materially impair the ability of Provider to perform its obligations under this Agreement.

All notices, requests, claims, demands or 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, P.O. Box 759

Dayville, CT 06241

Attention: John Filchak, Executive Director

860-774-1253 x14

If to Providers:

16. <u>Attorney's Fees</u>. All costs and expenses incurred by NECCOG, including, without limitation, attorneys' fees, in enforcing any of its rights and remedies under this Agreement shall be repaid to NECCOG by the Provider upon demand.

- 17. **Entire Agreement**. This Agreement and any appendices, exhibits, and/or attachments hereto set forth the entire understanding between the Parties with respect to all matters referred to in this Agreement, and the provisions of this Agreement may not be changed or modified except by an instrument in writing signed by both Parties.
- 18. **Waiver or Breach**. The waiver by either Party of a breach of any provision of this Agreement 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. **Severability**. If any provision of this Agreement is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the Parties agree to substitute for the invalid provision another which most closely effectuates the legal and economic intent of the invalid provision within the bounds of the law.
- 20. **Construction**. Section headings contained herein are for convenience only and shall not affect the construction thereof.
- 21. **Modifications**. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be charged.
- 22. **Counterparts; Execution**. This Agreement may be executed counterparts, and facsimile or electronic signatures (and counterparts delivered by facsimile or other electronic means) shall have the same force and effect as original signatures, and all counterparts taken together shall constitute one and the same agreement.

# Regional Paramedic Intercept Services Request for Proposals - Northeastern Connecticut Council of Governments

IN V	WITNESS WH	IEREOF, the Parties to	these presents have hereunto set their hands and seals
as of the	_ day of	, 2023.	
WITNESS			NORTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS
		By:	
WITNESS			THE PROVIDER:
		Ву:	

#### APPENDIX 1

# **The Services**

The "Services" shall include all of the requirements described this Appendix 1 and otherwise in this Agreement:

### A. Staffing

- The Provider must provide a complete resume and proof of current certifications, licenses, and/or registrations, if applicable, for the Provider and/or any official, employee, or agent of the Provider performing Services under this Agreement.
- Provider must staff not less than one (1) Provider Paramedic who shall have all licenses
  required under the applicable Laws, 24 hours per day, 7 days a week, 365 days per year and
  provide the appropriate response vehicle and all necessary supplies and equipment to
  perform the Services.
- 3. Each Provider Paramedic must be subject to medical control and direction by the Director of the Sponsor Hospital unless otherwise changed.
- 4. Each Provider Paramedic 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: Advanced Cardiovascular Life Support ("ACLS"), Pediatric Advanced Life Support ("PALS"), Prehospital Trauma Life Support ("PHTLS"), and other training that may be deemed appropriate including but not limited to mass casualty, biological, chemical and radiological training.
- 5. Provider must be able to replace an on-duty Provider Paramedic within one (1) hour, should he/she become sick or injured and identify its plan and capacity to replace such on-duty Provider Paramedic.
- 6. Provider shall provide one (1) member to serve on the NECCOG Paramedic Oversight Committee.

#### B. Billing

Provider shall be responsible for all billing for Services, including, but not limited to, preparing and submitting detailed invoices as described in the Agreement, direct billing to insurance companies, third party payors and private pay patients and providing of prompt information to Basic Life Support provider for bundle billing to Medicare/Tri-Care patients, all in accordance with the Laws.

In the event that Provider transports a patient covered by Medicaid or Worker's Compensation, the Provider shall receive and accept the payments provided under those programs. The Provider 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.

#### C. Mutual Aid

The Provider 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.

#### D. Reporting

Provider shall provide any other information as NECCOG shall reasonably request concerning the Provider's Services under this Agreement 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 at a minimum:

- 1. Each call received from 911 to respond for Advanced Life Support ("ALS") Services;
- 2. Time from 911 dispatch to vehicle moving ("chute time") and arrival time to the location of ALS need;
- 3. Time Provider Paramedic reported back in service;
- 4. Identification and explanation of any response delays, equipment failures, and missed calls. The Provider 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;
  - 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.

#### E. Vehicle and Medical Equipment:

Provider shall provide one (1) non-transport four-wheel drive paramedic intercept vehicle which shall (1) meet all Department of Public Health ("DPH") and Office of Emergency Medical ("OEMS") requirements and any other requirement under the Laws, and (2) include ALL advanced and basic life support equipment as required by DPH and OEMS and such other equipment as may be required by the Sponsor Hospital (the "Vehicle"). The Vehicle must be maintained in good working condition and used in the Services 24 hours per day, 7 days a week, 365 days per year. The Vehicle shall be retired from used in the Services upon reaching its manufacturer's suggested useful life.

Should there be an instance where the Vehicle is incapable of being used in the Services, the

Provider must be able to furnish a substitute vehicle that meets all of the requirements set forth herein to be used in the Services within one (1) hour of the primary Vehicle being taken out of service and shall notify NECCOG, in writing, within twenty-four (24) hours of the circumstances that led to the primary Vehicle being taken out of service, the time interval to have a replacement Vehicle placed into service, and any missed and delayed calls for transport service resulting from the switch from the primary Vehicle to the replacement Vehicle.

### F. Communication Equipment

Provider shall supply radio equipment capable of communication with local dispatch center (Quinebaug Valley Emergency Communications and community fire and EMS units. Specifically:

- 1. VHF High Band 155.000 band
- 2. UHF Ultra-high 460.000 band (Medical Radio)
- 3. VHF Low Band 33.00 50.00

The Provider must supply each Provider Paramedic with a portable two-way radio compatible with the State of Connecticut approved communication system for the primary dispatch frequency.

The Provider shall supply each Provider Paramedic with a dedicated cell phone for direct access by the Quinebaug Valley Emergency Communications, Inc.

The Provider shall supply NECCOG with a direct and dedicated number to the Provider's supervisory staff so that problems can be immediately addressed twenty-four (24) hours per day.

The Provider shall 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

#### **G.** Primary Service Area

Provider shall relinquish, in writing to the Connecticut Department of Public Health, the ALS Primary Service Area for the Participating Towns, without recourse, upon termination of the Agreement or upon thirty (30) days prior written notice by NECCOG; contingent on the actual acceptance and reassignment of the Advanced Life Support Primary Service Area Responder designation by DPH.

#### **EXHIBIT B**

# **Proposal Price**

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 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 the Services, for:

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

July 1, 2023 – June 30, 2024 July 1, 2024 – June 30, 2025 July 1, 2025 - June 30, 2026

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's Name		Proposal Name
r repeder e riumi		Troposul Humo
Address		
Phone	website	email
Regional Paramedic Interce	ept Services Work Description	
Estimated Contract Amoun	t	
Contact Person	Contact Information	
(Surety Company to fill in t	he following and return to Pro	poser.)
Surety Company Name		Agent's Name Issuing Bond
Agent's Telephone #	Agent's email	Agent's License #
Proposal Bond		
l,		, representing the
Sı	urety Company	
Proposer. I recognize this	_	d Proposal Bond to the above referenced nnecticut and hereby acknowledge that this t.
Agent's Signature		

# **EXHIBIT D**

# **Reference Check**

Please provide three (3) refere	nces:	
Company Name		
Contact Person		_
Telephone Number	Email	
Period of Contract		
2		
Company Name		
Contact Person		_
Telephone Number	Email	
Period of Contract		
·		
Company Name		
Contact Person		_
Telephone Number	Email	
Period of Contract		

### **EXHIBIT E**

# Non-Discrimination Memorandum STATEMENT OF POLICY

It is the employment policy	f the [Name of Bidder] that there sh	all be no		
discrimination against anyone on account of income status, limited English proficiency, religio				
national origin, alienage, color, race, sex, gender identity or expression, sexual orientation, blindness mental disability, physical disability, status as a veteran or status as a victim of domestic violence and				
Connecticut General Statute	6a-58(a), which may change from time-to-time.			
	3			
Date	Signed			
	(Name/Title of Company Officer)			
Address				
71441000				
City/State/Zip Code				
Telephone	 Fmail			
TEIENTOTE	1 111011			

### **EXHIBIT F**

# **Pending or 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 G**

# **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.

Signe	d:	
	Proposer's Name	
	Ву:	
	Name	
	- Its	
	Street	
	City/State	Zip
	 Date	_
STATE OF CONNECTICUT	) ) ss:	
COUNTY OF		<del></del>
Subscribed and Sworn to bef	ore me on this day of	, 2023.
Notary Public		