

AGREEMENT

THIS AGREEMENT, is made by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 800 Park Avenue, Utica, New York (hereinafter referred to as the “County”), through its Department of Emergency Services, located at 120 Base Road, Oriskany, New York 13424 (hereinafter referred to as the “County”), and Innovative Practices, LLC, a limited liability corporation organized and existing under the laws of the State of Delaware, located at 6363 S. Fiddler’s Green Circle, Suite 1500, Greenwood Village, Colorado 80111 (hereinafter referred to as the “Provider”).

WITNESSETH:

WHEREAS, the County seeks to implement an E911 call diversion program in conjunction with its 911 emergency medical services system which, when clinically appropriate, aims to match a low acuity 911 caller to the right level of care based on the caller’s reported medical needs; and

WHEREAS, the Provider has developed a program which provides systematized caller interrogation using a script provided by its proprietary E911 call diversion system so that the most appropriate time-based resource may be utilized to care for the patient; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. TERM OF AGREEMENT

- A. The term of this Agreement shall commence upon execution and terminate one year from the date of execution.
- B. Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Either party may terminate this Agreement for cause with fifteen (15) days written notice to the other party, provided that there has been no cure within the fifteen (15) day notice period.

2. SCOPE OF SERVICES

- A. Provider will provide its Nurse Navigation Solution program to help the County expand access to and more appropriately manage its E911 call system. **MEDICAL COMMAND CENTER AND CALL PROCESS REQUIREMENTS:** Calls will be managed with the E911 call diversion team located in Dallas, TX and remotely. The E911 call diversion team shall be licensed in the State of New York. The E911 call diversion team shall be available 24/7 for calls diverted from the County public safety access point (PSAP). Upon receiving warm transfer from PSAP, a nurse will welcome the caller, explain the process of finding appropriate destination for care using the call script. A Licensed Practitioner Nurse (“LPN”) or Registered Nurse (“RN”) licensed in New York State shall utilize the call script to determine the

acuity level. Once the acuity level is determined using the call script, an appropriate destination and amount of time will be recommended, and the Team will collaborate with the caller for transportation needs. If, while following the call script, it is determined that care by an emergency department and transport by ambulance is warranted, the nurse will contact PSAP to dispatch an ambulance. Provider will provide call services twenty-four hours a day, seven days a week. To the extent Provider utilizes LPN, such LPN shall be working under the direction and oversight of a New York licensed RN/physician.

3. PERFORMANCE OF SERVICES

- A. The Provider represents that it has the qualifications, the specialized skills, the experience and the ability to properly perform the Services. The Provider shall use its best efforts to perform the Services such that the results are satisfactory to the County. The Provider shall be solely responsible for determining the method, detail, and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- B. The Provider shall not be required to attend or undergo any training by the County. The Provider shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for obtaining said licenses and certifications and the cost of the same.
- C. The Provider acknowledges and agrees that it has no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

4. COMPENSATION

- A. The County shall pay to the Provider a onetime implementation fee of \$50,000 in the first year of the Agreement. Implementation Services include: dedicated Project Manager and client services team, in-person kickoff and re-occurring steering committee meetings, IT and protocol collaboration, Medical Director joint review and approvals, creation of white labeled community outreach/ marketing materials and vanity 888 number, creation of customized reporting, alternative destination network education and build-out, Lyft coordination/ reporting, and EMD training templates, 24/7 nurse coverage, staffing and management levels adjusted in Realtime to meet demand. For each month after the first three months of the term of this Agreement, the County will pay the Provider, Fifteen thousand seven hundred seventy-seven and 00/100 (\$15,777.00) Dollars (9x\$15,777.00).
- B. The total compensation under this Agreement shall not exceed \$192,000 for the one year term of this Agreement which includes the one-time implementation fee of \$50,000.

- C. Payments shall be made by the County after receipt of vouchers presented by the Provider on forms prescribed by the County and after audit and approval by the County's Department of Audit and Control and the County's Comptroller.
- D. The County will attempt to pay within thirty days of receipt of the invoice. The County shall not be liable for any late fees or for any interest on late payments.
- E. The obligations of the parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Services set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Provider by certified mail. In such an event, the County shall be under no further obligation to the Provider other than reimbursement for costs actually incurred prior to termination, and in no event will the County be responsible for any actual or consequential damages as a result of termination.

5. CONFIDENTIALITY

- A. All information contained in the County's and Provider's files shall be held confidential pursuant to the applicable provision of the New York State Public Health Law and State Department Regulations, as well as any other applicable federal, New York state and local laws, rules and regulations, and shall not be disclosed except as authorized by law. Each party shall maintain the confidentiality of all financial and/or patient information with regard to services provided under this Agreement in conformity with the provisions of applicable federal, New York state and local laws, rules and regulations. Any breach of confidentiality by a party, its agents or representatives shall be cause for immediate termination of this Agreement.
- B. The Provider shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that the County shall have sole responsibility for responding to patient requests for access to medical records.

6. INDEPENDENT CONTRACTOR

- A. It is expressly agreed that the relationship of the Provider to the County shall be that of an Independent Contractor. The Provider shall not be considered an employee of the County for any purpose, including but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The Provider, in accordance with its status as an Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof, and that it will not

by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

- B. The Provider and the County agree that the Provider is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- C. The Provider shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training, or at a professional convention or meeting.
- D. The Provider acknowledges and agrees that the Provider shall not be eligible for any County employee benefits, including retirement membership credits.
- E. The Provider shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes and for all compensation paid to the Provider under this Agreement. The County shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA).
- F. The Provider shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings as identified in 6.E. above.
- G. If the Internal Revenue Service, United States Department of Labor, or any other governmental agency questions or challenges the Provider's Independent Contractor status, it is agreed that both the County and the Provider shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- H. The Provider shall comply with federal and New York state laws, as supplemented, as well as with United States Department of Labor regulations and any other regulations of any federal and New York state entities relating to such employment and civil rights requirements.

7. NON-ASSIGNMENT CLAUSE; SUBCONTRACTORS

- A. The Provider shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the County.

- B. The Provider shall not engage or hire the services of any subcontractors to perform the Services required under this Agreement without the express written consent of the County.

8. INSURANCE

The Provider shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A.M. Best. The Provider shall obtain, maintain and provide proof of professional liability insurance in the minimum amounts of two million dollars (\$2,000,000.00) per claim and four million dollars (\$4,000,000.00) aggregate. The Provider shall obtain maintain and provide proof of automobile liability insurance in the amount of one million dollars (\$1,000,000). The Provider shall obtain, maintain and provide proof of umbrella insurance in the amount of five million dollars (\$5,000,000). The Provider shall obtain, maintain and provide proof of workers' compensation insurance in the statutory required amounts.

Prior to the start of any work, the Provider shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Provider's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the County.

9. INDEMNIFICATION

To the fullest extent permitted by applicable law, the Provider (the "Indemnifying Party") shall indemnify and hold harmless, and, at the County's option, defend the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including the Provider authorized personnel) arising out of or in connection with the exercise by the Provider or any of the Provider's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

10. WAIVER OF SUBROGATION

Provider waives all rights against the County and its agents officers, directors and employees for recovery of damages to the extent these damages are covered by Automobile, Professional Liability/Errors and Omissions and Umbrella Liability insurance maintained pursuant to this Agreement.

11. AUDIT

The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Provider which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transactions.

12. OWNERSHIP OF DOCUMENTS/WORK PRODUCT

It is agreed that all finished or unfinished documents, data, or reports, prepared by Provider under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, for the convenience of the County, will be turned over to the County.

13. NO THIRD PARTY BENEFICIARY

No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a Party hereto.

14. CAPTIONS AND HEADINGS

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the score or intent of this Agreement nor in any way affect this Agreement.

15. LAWS

The parties: (a) will comply in all material respects with all applicable federal, New York state and local laws and regulations including, the Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and

report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, New York state and local laws and regulations that establish "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickbacks policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion during the term of the Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, New York state and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

16. GOVERNING OF LAW AND CONSENT TO JURISDICTION

It is the intention of the Parties that the laws of the State of New York should govern the validity of this Agreement, the construction of its terms and the interpretations of the rights and duties of the Parties. Any legal action, suit or proceeding, arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be instituted only in state or federal court in Oneida County in the State of New York, and each party waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the jurisdiction of any such court in any such action, suit or proceeding. Any and all service of process and any other notice in any such action, suit or proceeding shall be effective against any party if given by registered or certified mail, return receipt requested, or by any other means of mail which requires a signed receipt, postage prepaid, mailed to such party as herein provided at the address provided above.

This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts each of which shall constitute an original and all of which when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity

of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereof; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations.

17. FORCE MAJEURE

Force Majeure. Provider shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, acts or regulations of public authorities, or other circumstances not reasonably within its control.

18. AUTHORITY OF PARTIES

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such parties for the purpose of duly binding such parties to this Agreement.

19. NOTICES

Any notice required or permitted by the Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to County:

Edward Stevens
Oneida County Director of Emergency Services
120 Base Road
Oriskany, NY 13424

With a copy to:

County Attorney
Oneida County Law Department
800 Park Avenue
Utica, NY 13501

If to Provider:

Law Department
c/o Global Medical Response, Inc.
6363 S. Fiddler's Green Circle, Suite 1500
Greenwood Village, Colorado 80111

20. ENTIRE AGREEMENT

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Appendix A Standard Oneida County Conditions Addendum, and Appendix B Reports. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ONEIDA COUNTY

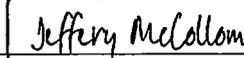

Anthony J. Picente Jr., County Executive



Date

PROVIDER

DocuSigned by:



Jeffery McCollom, Senior Vice President

4/11/2023

Date

Approved:



Ellen S. Rayhill, Assistant County Attorney

Appendix A

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 10th day of April, 2023, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **EXECUTORY OR NON-APPROPRIATION CLAUSE.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. **ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. **CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - i. The Contractor certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)

transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and
 - D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
- ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
- i. The Contractor will or will continue to provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance program; and

- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
 - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240.
Notice shall include the identification number(s) of each affected contract.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.
- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

- i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
 - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
 - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
 - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
 - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
 - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County,

agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

- v. Make available protected health information in accordance with 45 CFR §164.524;
 - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
 - vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 - iii. There is a material change in the business practices and procedures of the County.

- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept

for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another

person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or

Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Appendix B

Reports

Telephone	Average speed of answer	Monthly
	Average abandon rate	Monthly
	Call volume	Monthly
Quality	# of patients handled	Monthly
	# of patients sent back for ALS and BLS	Monthly
	# of patients referred to clinic and urgent care	Monthly
	# of patients referred to PCP	Monthly
	# of patients referred to self-care	Monthly
Satisfaction	Survey results	Quarterly

- **Advanced Life Support (ALS)** - a set of life-saving protocols and skills that extend Basic Life Support to further support the circulation and provide an open airway and adequate ventilation (breathing).
- **Basic Life Support (BLS)** – a level of medical care which is used for victims of life-threatening illnesses or injuries until they can be given full medical care at a hospital. It can be provided by trained medical personnel, including emergency medical technicians, paramedics, and by qualified bystanders.
- **Primary Care Physician/Provider (PCP)** – a health care practitioner who sees people that have common medical problems; also provides, coordinates or helps a patient access a range of health care services.

2.1.1. Cover Page:

2.1.1.1. Full proposal name and number:

Emergency Communications E911 Call Screening and Diversion #2022-318

2.1.1.2. Submission date and time:

28 June 2022 04:00 P.M.

2.1.1.3. Prime Contractor name (Oneida County/Vendor who is responsible):

Access2Care, LLC

Thank you for the opportunity to demonstrate how Global Medical Response's (GMR) Access2Care, LLC (Access2Care) can design and implement telehealth services and solutions for Oneida County. Our required forms are included in our Exhibits.

Accessing the right healthcare service is never easy. Traditionally, in 911 centers across the country, there is only one option available—an ambulance transport to an emergency department. Our Nurse Navigation Solution is changing that paradigm with a new model that right matches the appropriate level of care based on the caller's medical need. Implementing our Nurse Navigation Solution also allows you to increase the availability for more severe, life-threatening calls. Our delivery model can be customized to meet your needs whether you are in a large metropolitan area or need a solution on a smaller scale. Our successful program in the nation's capital and in communities across the country are making strong case studies for improved access to care.

I will serve as your primary contact throughout this process. My contact information is included in the signature section of this letter. I am an authorized signatory, able to enter into an agreement on behalf of Access2Care.

On behalf of Access2Care, we look forward to participating in this important process and exploring opportunities to provide appropriate, reliable, timely and cost-sensitive services. If you have any concerns or require further elaboration, please contact me via phone or email. Thank you very much for your time and consideration.

Respectfully submitted,



Sean Burton

National Director Integrated Healthcare
Access2Care, LLC
Sean.Burton@gmr.net | 832.557.7860

2.1.2. Table of Contents:

2.1.2.1. All items listed in Proposal Format in the sequence listed.

Table of Contents

2.1.1. Cover Page:.....	1
2.1.2. Table of Contents:.....	2
2.1.3. Executive Summary:.....	3
2.1.4. Compliance Statement:	5
2.1.5. Project Coordination and Scheduling.....	6
2.2.6. Vendor Responsibilities	8
6 SCOPE OF SERVICE.....	9
6. 1. Introduction	9
6.2. Respondent's Capabilities / Telehealth services.....	10
6.3. Description of Technical Design.....	15
6.4. Training / Anticipated Learning curve.....	17
6.5. Description of System Functionality.....	19
6. 6. Consulting Services	24
6. 7. Description of service, Product support and Maintenance.....	26
6 .8. Implementation.....	29
6. 9. References	31
6 .10. Detailed cost model	36
About GMR.....	36
GMR Services & Solutions.....	38
Exhibits.....	39

2.1.3. Executive Summary:

2.1.3.1. Summarize understanding of the scope of the RFP (project).

Access2Care's proposed Nurse Navigation program will allow the County to leverage the expertise of our large inter-professional workforce and experience the value of our national footprint, operational infrastructure, and innovative technologies. Our programs are specifically designed to support critical and needed services, provide economies of scale, improve operational efficiencies, and generate substantial savings with optimal return on investments for your organization. The following pages provide an overview our capabilities and will demonstrate a unique approach specifically customized to solve your service problem statements and goals for your program.

I am confident that you will find our cutting-edge programs can be specifically designed to fill in gaps in services, provide economies of scale, improve operational efficiencies and generate substantial savings with optimal return on investment for your community.

2.1.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.

Our Nurse Navigation program is designed to fully integrate and implement telehealth services and includes all software, staffing triage protocols, telehealth guidelines and other features to help communities expand access to and more appropriately manage system resources. We package our solution to resolve the "build vs. buy" conundrums many communities face. Access2Care's model leverages economies of scale and offers the County a cost-sensitive bundled solution, based on utilization and featuring menus of customization, all packaged for seamless implementation

Our established telehealth capabilities and partnerships deliver the latest in nurse navigations, telemedicine, remote patient monitoring and other virtual medical solutions. By blending technology and the highest levels of clinical evaluation, treatment and transportation, we believe we are a perfect partner for the County.

Throughout our proposal, we respond to each requirement in *Section 6, Scope of Services*, and provide detail on our fulfillment plan and experience for all objectives.

2.1.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.

Overall Description of the Nurse Navigation Services. Calls are managed with the Access2Care Nurse Navigation team located in Dallas, TX and remotely. The Nurse Navigation Team is licensed in the state where service is rendered. Upon receiving warm transfer from PSAP, a nurse will welcome the caller, explain the process of triaging and finding appropriate destination for care. The Nurse clinically triages the caller utilizing Needs Matched Time Appropriate Resources Allocation ("NMTARA") triage system located in Logis CAD. Upon determining acuity level, the nurse will recommend appropriate destination and amount of time, collaborating with caller for

transportation needs. If determined during triage, that care by an emergency department and transport by ambulance is the correct destination for complaint, the Nurse has ability to contact PSAP to dispatch an ambulance. In some areas, we look forward to introducing a mobile urgent care unit which can drive to the patient's location and see them on the scene, allowing the patient to be treated in their own home. The following day, the Nurse Navigation team conducts follow up calls to all callers.

Throughout our proposal, we respond to each requirement in *Section 6, Scope of Services*, and provide detail on our fulfillment plan and experience for all objectives.

2.1.3.4. State exceptions and omissions to stated requirements.

Access2Care has no exceptions or omissions to the stated requirements.

2.1.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.

Access2Care's only assumptions are in the accuracy of the shared information in this RFP process, the completeness of the requirements posted and the County's ability to move forward upon notification of award.

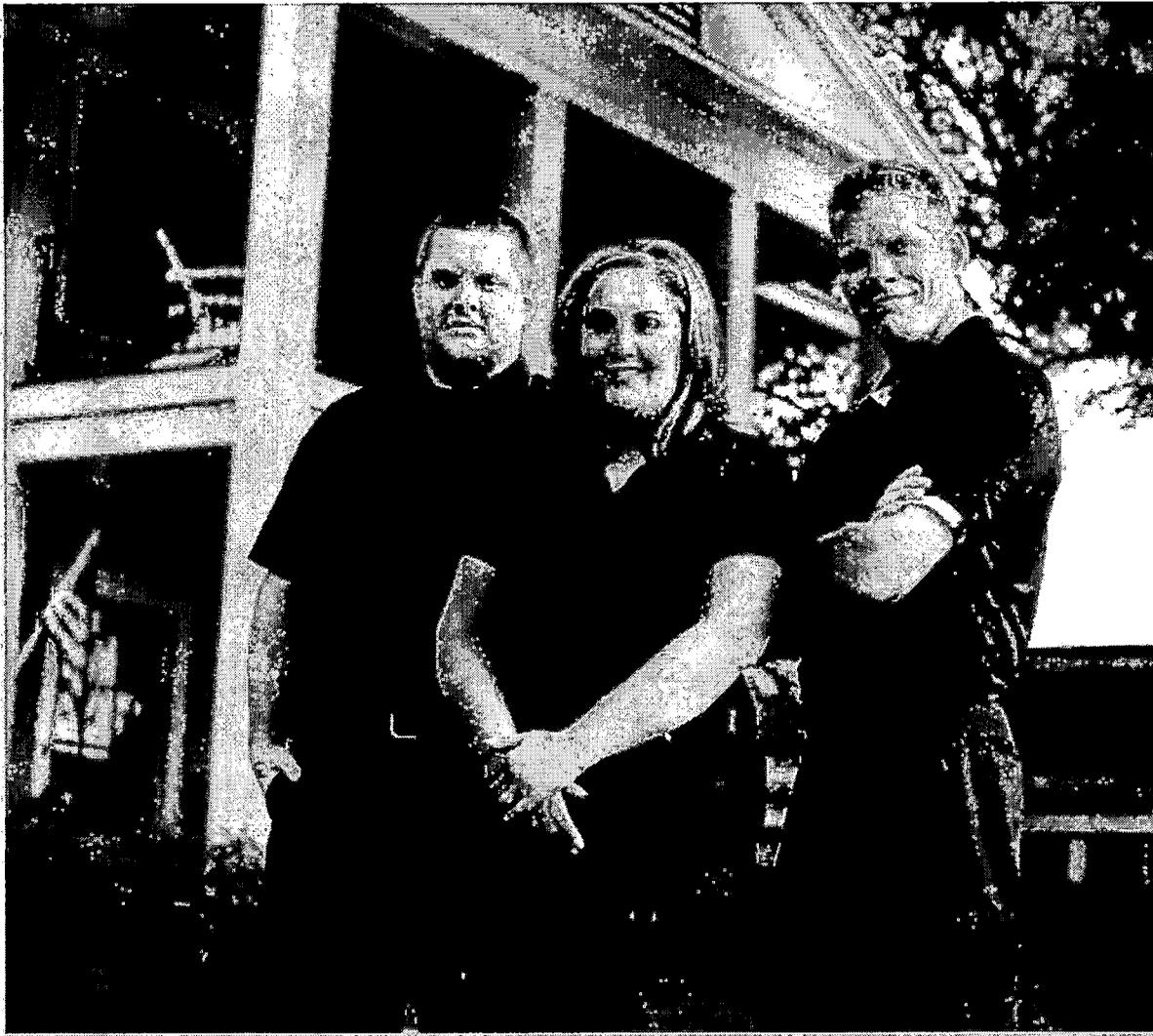
2.1.3.6. Summarize all resources, assumed, or expected, to be provided by Oneida County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

Access2Care will need access to workgroup leaders to help develop and review workflow and process. In addition, we will need your support for training your team members and establishing core knowledge so that there is continuity in the event there are any new additions to your staff or changes to your personnel. We do not require additional staffing from the County.

2.1.4. Compliance Statement:

2.1.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

Access2Care agrees with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.



2.1.5. Project Coordination and Scheduling

2.1.5.1. Provide a work plan with start date, duration, and physical requirements. To be provided for each component if proposed separately.

Access2Care stands ready to begin implementation of services immediately upon contract award, offering rapid start-up of sophisticated, high-performance Nurse Navigation services. We have a strong record of successfully transitioning to serve new systems and continue to gain valuable experience in local and national mobile health programs. Managing transitions in a manner most favorable to our new clients, local leadership and caregivers is a result of methodical and collaborative planning. We also provide a professional project manager who tracks the progress of all implementation plans for our programs.

Our approach requires that we evaluate the required assets, both human and physical, and match our capabilities to the defined standards. It allows us to confidently offer services that we know we can deliver. It also helps us to define a correct and true expansion approach, in collaboration with local partners.

Major Project Tasks. We are committed to operational and financial transparency as well as inter-agency support during the transition process, assuring stakeholders and jurisdiction and CMS employees that we will be ready to start by the **agreed upon start date**.

Notice to Proceed. Upon receiving notice to proceed, Access2Care will do the following:

- ❑ Work with all parties to expedite contract negotiations. We will have all legal documentation readily available, including certificates of insurance and performance bond requirements.
- ❑ Immediately activate our implementation team and begin to execute the integration plan.
- ❑ Validate our plan and check-off list with CMS and jurisdiction stakeholders, providing continuous transparency.
- ❑ Develop an effective command/leadership and integration structure.
- ❑ Meet to discuss technology interface needs and roles/responsibilities for integration.

Project Kickoff Meeting. Our implementation team will meet with appropriate leadership and other applicable stakeholders as needed to discuss our transition plan. Together, they will review the plan, verify deliverables, and identify any obstacles to successful implementation. We will confirm our mutual understanding of the purpose and objective of each deliverable. The kickoff meeting will serve to foster effective professional relationships as well as establish plans for future meetings, status reports and issue resolution.

Refine the Implementation Plan. Upon receiving notice to proceed, we will incorporate guidance and feedback from the jurisdiction and CMS into the plan and

provide the local Medical Director with the opportunity to review the plan and provide input. We will also assign specific Access2Care resources to each task.

Establish an Operational Interface. An effective operational interface is critical to the success of communications operation and its ability to efficiently coordinate activities with local partners. The ability for Access2Care and each local customer to coordinate effectively to provide quality service depends heavily on our joint ability to communicate effectively at all leadership levels.

Upon notice of award, Access2Care's Project Director, Lisa Edmondson, will lead the program development and implementation phase of the program. She will be supported by our Director of Integrated Health Communications Systems, and our Director of Integrated Health. Working with the rest of the implementation team, their focus will be to assemble the necessary communications employees and begin integration talks. Additional resources will be augmented through our national support team, which provides transitional management for startup operations, mergers and acquisitions.

Execute Screening, Hiring, & Orientation Processes. Access2Care will begin the processes for screening, hiring and orientation of any additional nurses and nurse navigators needed to provide the nurse navigation service. Our extensive hiring and training processes ensure our personnel will always be appropriately certified and cleared to provide nurse oversight. We maintain certifications in an electronic automated database, so employees receive advance notification of any upcoming expirations.

Day-to-Day Project Management. Our Project Director will be the face of Access2Care throughout the implementation process and will serve as the company's liaison. Additionally, she will be responsible for the following:

- ❑ Day-to-day project management, including planning and execution
- ❑ Daily review of the system plan, so tasks are completed on-schedule and adjustments made
- ❑ When necessary, allocating leadership and equipment resources to augment the plan
- ❑ Continuing collaborative planning with all stakeholders

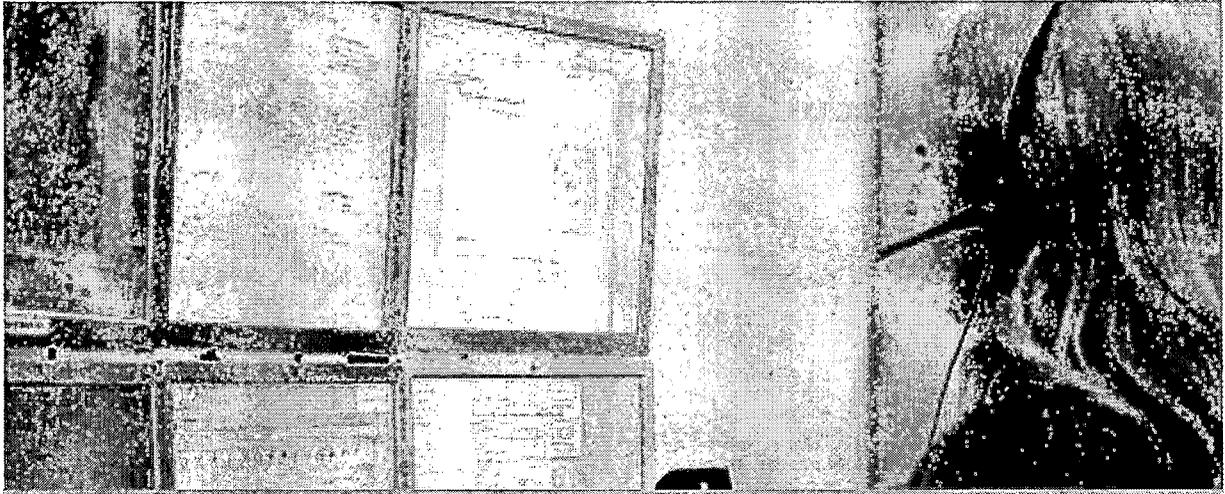
Weekly Progress Status Meetings. We recommend holding weekly status meetings with County liaisons, ensuring that your administration is kept fully apprised of the project status. For each meeting, we will prepare and present an update on all transition activities.

More information on our approach to implementation, including a timeline of activity, can be found in our response to 7 .8. Implementation.

2.2.6. Vendor Responsibilities

2.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

Access2Care agrees. Our proposal is signed by an authorized officer of Access2Care, LLC.



6 SCOPE OF SERVICE

6.1. Introduction

6.1.1. Oneida County Department of Emergency Communications is requesting proposals for low acuity call screening / diversion from a 911 call center and diverting specific calls that are determined that an ambulance service is not needed. The Oneida County Department of Emergency Communications is looking for a solution to the long ambulance wait times in hospitals. The solution must evaluate the patients current condition and provide time appropriate resource allocation to meet the healthcare needs per CDC guidelines. The solution will be customizable, turnkey, and integrate with our current Hexagon Computer aided dispatch/Priority Dispatch Medical software. It will be an all-inclusive diversionary system that provides IT, CAD and EMD protocol integration. The goal is to conserve ambulance resources for emergency calls requiring transport to a hospital and provide more appropriate level care for citizens writ large.

Access2Care has carefully reviewed and responded fully to the scope of work for low acuity call screening / diversion from a 911 call center and diverting specific calls that are determined that an ambulance service is not needed.

In recent years, Access2Care has developed and implemented this same service – nurse triage for medical screening – using successful models in communities throughout the nation. Access2Care is a leader in the industry, developing innovation that creates partnership models that expand appropriate and timely delivery of care, while maintaining efficiencies in operation, reporting, pricing and other factors.

Our implementation of nurse navigation programs helps communities reach the goals you have outlined for Oneida County – “to conserve ambulance resources for emergency calls requiring transport to a hospital and provide more appropriate level care for citizens at large.”

We are focused on identifying forward-leaning service delivery models that expand access to care, drive operational efficiencies, and provide more options to address nationwide healthcare needs. Access2Care and its parent company, Global Medical Response, Inc. (GMR) already have a supportive relationship with several regions.

If you have any questions about our offerings or would like further information on our implementation of Access2Care’s outlined program, please do not hesitate to contact us directly.

Our responses to each requirement can be found on the following pages.

6.2. Respondent's Capabilities / Telehealth services

6.2.1. Please provide information from the Respondent about your use of telehealth medical care settings to facilitate the care of individuals at risk.

6.2.1.1. Describe the process and types of professionals (e.g., psychiatrists, addiction medicine physicians, psychologists, social workers, nurse practitioners, mental health and/or substance use disorder counselors, etc.) who provided consultations in the past.

6.2.1.2. Describe the clinical scope of your service in determining risk for suicide, alcohol use disorder, and opioid use disorder, and associated workflows (e.g., assessment, diagnosis, brief interventions such as safety planning, referral) of the consultation. If patients/customers are followed by your telehealth service after their ED visit, describe how this is done, and for how long.

6.2.1.3. Describe whether your consultation service has working/active referral relationships with local community-based outpatient mental health and/or substance use disorder treatment specialty clinicians or office-based.

6.2.1.4. If your telehealth service provides community crisis services, and/or works with local crisis services, describe if your efforts also work to divert patients/customers from the ED in the future.

When patients access the Nurse Navigation hotline, an Access2Care Medical Command Center ("MCC") nurse provides a quick patient assessment for life threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate focus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing a needs-matched, time-appropriate resource allocation ("NMTARA") to meet the patient's unique healthcare needs. Our five-level proprietary triage system ensures we are delivering the right resource at the right time, in the right setting to achieve the right outcome at the right cost.

The focus of care for patients may include in-network resources, care coordination and navigation services, a stand-alone telemedicine visit (telehealth consultation), scheduling assistance with the patient's PCP, a specialized mobile response team, or referral and transport to an alternative destination. The final focus of care is ultimately determined by availability of resources within a geographical response area, in-network qualification, and physician approved protocols.

6.2.2. Describe the nature of the consultation, such as provider-to-provider consultation, and/or direct contact between the consultant and the patient/customer. Information on the types of practices delivered by telehealth consultation, such as screening, evaluation, triage, intervention, disposition.

Our solution can be customized for any consultation configuration and can deliver telehealth services such as screening, evaluation, triage, intervention, and disposition. For example, urgent care visits are first triaged by the nurse. If a need for a telehealth visit is determined, the patient is connected to a healthcare provider via the eVisit platform, and the healthcare provider completes a full clinical evaluation. If a prescription is needed, it is called in to the nearest and most appropriate pharmacy

for the patient to retrieve. We maintain the professional comfort and care of a traditional in-person visit, all in a safe virtual environment.

Among the benefits are the following:

- Safety for citizens during the pandemic, helping to contain potential spread of virus
- Safer and more cost-effective approach to expanding care in community
- Protecting first responders, healthcare workers and other caregivers and medical personnel (physicians, nurses, techs, etc.). by reducing exposure
- Increased availability of first responders for community life-threatening emergencies

6.2.3. Include information on whether the telehealth consultation service has been evaluated, and if so, what outcomes (e.g., repeat ED visits; hospitalization; other health care utilization; deaths) were examined, and over what period of time.

Over the past three and a half years, Access2Care has monitored and reported Nurse Navigation outcomes. While we collect data and monitor call outcomes, the unique needs of each location profoundly influence the exact percentages of call outcomes.

It is important to note that this is our systemwide data, specific location numbers will vary mostly on two customizable factors:

1. The type of calls/dispatch determinates that are sent to the Access2Care system.
2. What resources the local area has for non-emergency care partners.

We find with time, the options for non-emergency partners tends to increase. We can provide a list of typical dispatch determinants that result in a majority of calls being navigated away from the emergency department, but ultimately, we will work with your local medical direction on the determinates that are best suited for Access2Care within your system.

6.2.4. Describe your process that would encourage 9-1-1 callers to access your providers/network for low acuity or behavioral calls by method(s) outside of the 9-1-1 system.

Communication includes several community marketing approaches including FAQs documents (Frequently Asked Questions), program guides to instruct the community how to use and access services, and the engagement of alternative numbers to 911 such as 211 or 611.

6.2.5. Describe practices related to accreditation (e.g., Joint Commission) when using telehealth health consultation (e.g., practices recoded appropriately; privacy risks minimized; and credentialing, privileging, and verifying qualifications), and how those were addressed.

Because Access2Care has an established relationship with Envision and their network of providers, we have access to and are engaged in practices related to accreditation.

Many providers have practices with hospitals and healthcare systems and serve vital roles in maintaining Joint Commission accreditation, among others, for their partner facility. Also, Envision lends expertise in appropriate credentialing, maintenance of HIPAA standards, and other professional considerations such as privileges, background checks, qualifications, scores, etc. The Envision provider partnership alleviates the need to establish or develop new processes to ensure telehealth consultations meet standards.

6.2.6. Describe standards applicable to the telehealth industry, and how you assure compliance.

Envision Physician Services will provide tele-support for treatment-in-place via coordination with EMS for utilization of an integrated telemedicine platform providing instant text and video contact with board-certified and EMS-experienced emergency medicine physicians dedicated to support call volumes as needed. More information on Envision is provided in our response to Question 1.3.

6.2.7. Please provide information on the types of technologies used for telehealth consultation (e.g., close circuit video; telephone; app-based; asynchronous consultations, etc.).

6.2.7.1. Within the workflow, what decision-making process guides when, and for which patient /customer (e.g., age groups or health disparity populations, socioeconomic status, geographic location, languages, and interpreter services for those with low fluency in English) telehealth consultation is sought for suicide risk and overdose risk.

6.2.7.2. Describe any efforts to insure cultural sensitivity and linguistic needs.

The Nurse Navigation Team is licensed in-state where service is rendered. Upon receiving warm transfer from PSAP, a nurse will welcome the caller, explain the process of triaging and finding appropriate destination for care. The nurse clinically triages caller utilizing NMTARA triage system located in Logis CAD. Upon determining acuity level, nurse will recommend appropriate destination and amount of time, collaborating with caller for transportation needs. If determined during triage, the Emergency Department ("ED") by ambulance is the correct destination for complaint, the Nurse has ability to contact PSAP to dispatch ambulance. The Nurse Navigation team conducts follow up calls to all callers the following day.

Access2Care's proprietary nurse triage protocol determines appropriate focus of care based on clinical presentation of patient. In addition to clinical presentation, our nurses are skilled in being responsive to other patient needs including language and cultural awareness.

6.2.8. Describe the staffing model and contingencies that would be used to assure 24 hour-a-day coverage, 365 days a year.

Access2Care offers a shared service model with 24/7/365 coverage provided. Through this model, we provide rollover capabilities meaning no downtimes for your telehealth services. Our model engages multiple access resources so that calls rollover

to the next available nurse. For example, if a call comes into the Nurse Navigation team, and the call is assigned to nurse 1, the next call does not have to wait and rolls to the next available nurse. Instead, the subsequent calls are assigned throughout the staff. Access2Care offers redundant systems of support so that all calls are management with little or no wait time.

Conversely, for communities that may staff without the Access2Care solution, limited funding may only allow for few FTEs assigned so that if the primary staff is engaged, the next call may have to wait or be missed.

Access2Care's staffing model provides access and service reliability while controlling staffing costs for communities.

6.2.9. Describe your expectations of the Oneida County Emergency Communications protocols and behavior.

We desire Oneida County to EMD the call and the medical director to make a pre-determination of the appropriate low acuity complaints or PROQA determinants that are eligible to go to the Nurse Navigation team. We would collaborate to decide on your preferred process such as a "warm handoff."

Access2Care has a friendly and effective "warm handoff" process to transfer calls. Immediately, the caller is given the person's name and their qualifications are shared, e.g., "Hello, {County Name} 911, my name is (Name), I am a nurse."

6.2.10. Describe triage protocols, triggers, and the conceptual internal processes to reroute at-risk patients back into the 9-1-1 system for emergency dispatch as appropriate.

In our model, the Nurse Navigation team triages the caller and determines the acuity of the patient's complaint. If it is a high acuity need, the appropriate service level agreements (SLA) or scope of work (SOW) guides the warm handoff back to a 911 dispatcher along with determination of Advanced Life Support (ALS) or Basic Life Support (BLS) resources to be sent.

6.2.11. Describe process for recognition and review of sentinel events, unexpected outcomes, or violations of safety. Describe after-event mitigation practices.

All calls (100%) are reviewed and managed by our quality assurance / quality improvement (QA/QI) process. When a sentinel event, unexpected outcome or safety violation is noted or occurs, service level agreements (SLA) or scope of work (SOW) rules guide escalation of that event to appropriate leadership within fire department. Our process is retrospective, as we learn from events and use that knowledge to inform training and future process improvement and alignment.

Our QA/QI processes include the following: Regular meetings with Joint Operating Committee (JOC) to review accuracy of calls routed to Nurse Navigators and overall performance, Monitoring of Grievance / Complaint Ration to capture caller complaints

and develop pathways to route and address complaints, and Patient Satisfaction measures to include daily call backs within 24 hours of engagement. Monthly reports on several metrics are provided and reviewed. Midstream adjustments are made, as needed.



6.3. Description of Technical Design

6.3.1. The Respondent should provide information about overall system design including, as applicable,

the following:

6.3.1.1. Hardware Requirements and Specifications

6.3.1.2. Operating system/software environment

6.3.1.3. Physical security features

6.3.1.4. Detailed network requirements and protocols

6.3.1.5. Data Security protocols

6.3.1.6. Database environment and storage

6.3.1.7. Description of the user interface, including browser-based screens for all functions of the system

6.3.1.8. Description of the installation process

6.3.1.9. Description of application security and auditing features

6.3.1.10. Detailed interface requirements

Our primary operating systems are LOGIS CAD, and eVisit. More information on LOGIS can be found in our response to Requirement 7.2.7.2., 7.3.4, and 7.1.1.8. Information on our partnership with eVisit can be found in our response to Requirement 7.5.2. Access2Care would provide more information on our proprietary technical design upon award or execution of a non-disclosure agreement.

Access2Care's Nurse Navigation solution and the technologies that support the program are designed with the sensitivity and knowledge of the levels of reliability and safeguarding needed to create a dynamic healthcare-centered solution. Certainly, there are technology companies who can offer software and hardware to address some problem statements. Only Access2Care has a full-package approach that combines expertise with innovation and proven models for delivery of care.

Our technologies meet the stringent standards for complex EMS systems as well as healthcare facility settings. The same security protocols and practices that govern our responsible management of electronic patient care reports (ePCRs), are also applied to our applications, auditing and interface.

We would like to provide you with a tour of our services virtually or in person, as desired by your team.

6.3.2. Describe and demonstrate all relevant technologies to its services, including whether all technologies can be congruent/compatible with the Oneida County Emergency Communications 911 telephone, computer, radio, or other communication/information devices, including redundancy technologies and practices for continuity of services, data storage, and information retrieval.

Access2Care features agile services and solutions that are customizable and that can be integrated with a variety of existing technologies. For example, we manage a CAD-to-CAD model in Washington, D.C., as well as in other communities, with fully integrated systems that facilitate call handoff within the system environment. As part of GMR, Access2Care and other GMR operating subsidiaries have experience as system providers, working with local Public Safety Answering Points (PSAPs) to streamline call taking and dispatching of resources, with full integration across telephonic, computer, radio and other communications mediums.

6.3.3. Demonstrate services and technologies that supply remote electronic audio/visual services for the purposes facilitating conversations between patient, the Respondent's medical provider(s), and Oneida County Emergency Communications. Include description of limitations of devices and technologies.

We use a HIPAA compliant web-based platform, eVisit, which can be accessed through any smart device, laptop or desktop with web access capability. Limitations are only related to the user's web access.

6.3.4. Describe data storage, security, retrieval, and retention practices

Data storage, security, retrieval, and retention practices are managed and maintained by our vendor, Envision. In addition, Access2Care provides transparent and timely reporting and preserves all records to thoroughly document the process for each call, using the Logis CAD system which seamlessly can integrate call intake and dispatch services, as well as customizes reporting processes. We will generate and submit regular statistical data reports. Our team will address details of our service and swiftly resolve any operational, clinical, or personnel challenges that may arise. With more than 20 million patient records on file, Access2Care has an extensive relational database for report comparison, providing the ability to layer-on 300+ pre-built reports and data points. We will utilize these customer-focused performance metrics to monitor data for trends, update local protocols and improve the service we provide. All reporting is compliant with HIPAA privacy and security regulations (SOC2).

6.4. Training / Anticipated Learning curve

6.4.1. What types of training are established for the above-mentioned services?

Access2Care has a training template for 911 call takers to follow. We send our national director of nursing to conduct and oversee training as part of our implementation process. Using a train-the-trainer model, we develop subject matter experts among the local team who can provide continuous training for new employees throughout the contract. We also provide ongoing access and support from our training leaders at our MCC and regional operations.

Our extensive hiring and training processes ensure our personnel will always be appropriately certified and cleared to provide nurse oversight. We maintain certifications in an electronic automated database, so employees receive advance notification of any upcoming expirations.

6.4.2. How many end users have you trained in previous implementations? Provide details.

Access2Care has successfully trained over 200 911 call takers and dispatchers. Due to the level of individualization needed to effectively train call takers and dispatchers on the systems, software and technology of their local center, AMR does not conduct the local training itself. However, we have built a curriculum platform that customers integrate into their own custom, trainer-led materials.

6.4.3. Describe the initial and ongoing training of Oneida County Emergency Communications staff. Include hours and frequency.

For dispatchers, training takes only one (1) hour, and for crews, only 30 minutes. These trainings are typically delivered virtually and feature best practices for quickly identifying eligible call types while on scene and instructions for routing the call to a nurse. These measures ultimately relieve the crew for service for more advanced call and system needs. A sample of our curriculum can be found in Exhibit 01.

6.4.4. What is your anticipated learning curve for the various user groups at the Oneida County Emergency Communications? (Administrators, Supervisors, Front Line Users, Training department)

Based on experience implementing and training similar user groups, we anticipate the learning curve will be approximately six months. We have seen immediate and progressive results with our Nurse Navigation program. Soon after go-live, communities see approximately 5% of 911 call volume converted to low-acuity solutions. The conversion ramps up to 10-12% within 6-month period.

6.4.5. How successful has your firm been with training to the various types of user groups referenced above?

Access2Care's training programs have proven very successful. To date, we have trained more than nine (9) operations effectively.

6.4.6. Existing service and product literature and prepared marketing materials may be included; however, this information is less useful than a more detailed user and technical document. Please include information on the following, where applicable:

- 6.4.6.1. Types of education available
- 6.4.6.2. Electronic Mail communications
- 6.4.6.3. Telephonic communication options available
- 6.4.6.4. Language translation

Samples of our marketing material and outreach information are included as Exhibit 02.

Access2Care's action plans feature working with the Public Information Officer to coordinate community education, marketing efforts, and use existing area resources such as social media, mailings, website, media, etc. A significant focus in implementation is given to the education of the community/users. Access2Care believes and has seen proof that the effectiveness of communication and education affects the success of overall project and the ease of implementation.

Communication includes several community marketing approaches including FAQs documents (Frequently Asked Questions), program guides to instruct the community how to use and access services, and the engagement of alternative numbers to 911 such as 211 or 611. Access2Care has the ability to connect to local 211 services or social services including directly connecting from the nurse to a telehealth provider or to arrange transportation, if needed. The features listed below are all within the expert capacity of our nurses, even when those needs extend beyond clinical care.

Access2Care is poised to serve diverse communities of many cultures and ethnicities, creating more access to care and community care resources. We operate a program centered on equality, compassion, and cultural awareness. Access2Care will provide 24/7 access to triage services, no matter caller's primary language. To address Limited English Proficiency ("LEP") callers requesting triage services, Access2Care uses a combination of multilingual dispatch personnel and Language Services Associates (LSA) for over-the-phone interpretation services in over 200 languages. Using LSA, the triage process will take place through a three-way conference call between the LEP caller, our LSA interpreter, and the nurse or nurse navigator. During the hiring process, our local human resources staff hires individuals with multi-lingual capabilities. We reach out to local job centers, workforce development programs, local colleges, and other local resources to recruit multi-lingual dispatch personnel. Our nurses are available 24/7 and are the first option for LEP callers requiring assistance.

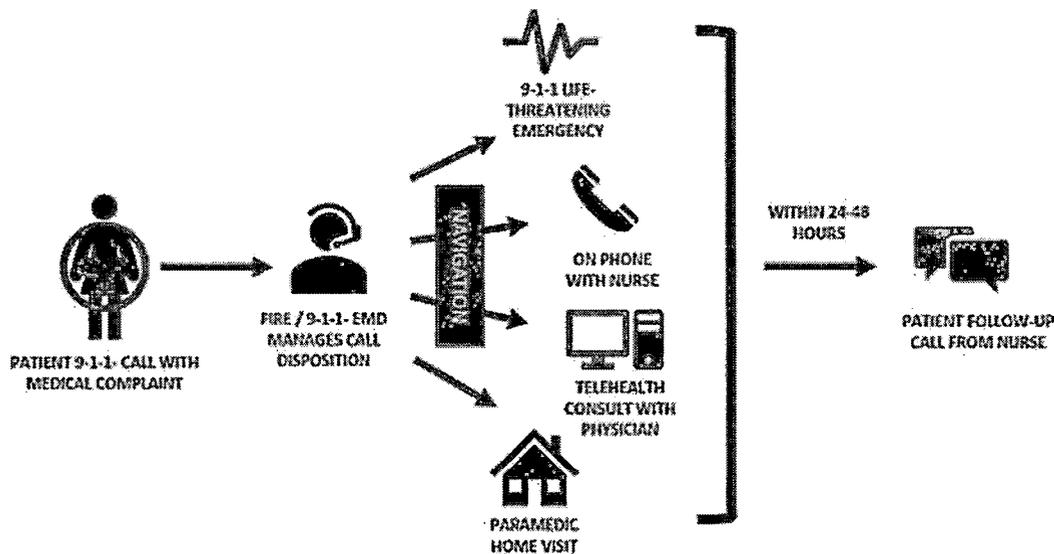
6.5. Description of System Functionality

6.5.1. Documentation should be provided that is descriptive of the functions supported by the system.

Accessing the right healthcare service is never easy. Traditionally, in 911 centers across the country there is only one option available—an ambulance transport to an Emergency Department. GMR Access2Care Nurse Navigation solution is changing that paradigm with a new model that right matches the appropriate level of care based on the caller's medical need. This model provides better management for low acuity calls. Implementing our Nurse Navigation Solution also allows you to increase the availability for more severe, life-threatening calls.

Access2Care's Nurse Navigation services include the following features:

- Nurse triage protocols
- Nurse call center support and answering services
- Nurse navigation services
- Nurse clinical advice
- Telehealth remote patient monitoring and response
- Virtual outreach, engagement, and education programs
- Virtual physician visit facilitation
- White labeled scripting
- Advanced logistics and resource management platform
- Online Ordering System Utilization by Nurse Navigators
- One touch access technology
- Data capture and detailed reporting capabilities



The heart of all the nurse and physician telephonic support programs is our Medical Command Center (MCC). The MCC is a clinical practice of medicine that utilizes a national network of care coordinators and communication centers to link 911 call centers, nurse navigators, physicians, and mobile medical response teams together. Our MCC provides world-class care coordination, patient navigation, and unplanned care services 24 hours a day, seven days a week, 365 days a year. Our MCC solutions are turnkey and customizable to meet your needs:

White-labeled Hotline. For customers, we can utilize an existing call routing process or Access2Care can provide a unique toll-free phone number that you can distribute to your desired patient population. We can also distribute this number during the enrollment process for your patients referred to this program. Our MCC nurse navigators answer all calls that come into the center utilizing a white-labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

Patient Assessment & Coordination. When patients access the hotline, an Access2Care MCC nurse provides a quick patient assessment for life-threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate locus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing a needs-matched, time-appropriate resource allocation ("NMTARA") to meet the patient's unique healthcare needs. Our five-level proprietary triage system ensures we are delivering the right resource at the right time, in the right setting to achieve the right outcome at the right cost.

The focus of care for patients may include in-network resources, care coordination and navigation services, a stand-alone telemedicine visit, scheduling assistance with the patient's PCP, or a specialized mobile response team. The final locus of care is ultimately determined by availability of resources within a geographical response area, in-network qualification, and physician approved protocols.

Telephonic Outreach. In addition, Access2Care can provide telephonic outreach to desired populations to assist in scheduling of primary care physician appointments for high risk/chronic care condition patients who have not had recent required visits with their PCP, provide care coordination and navigation services, and deliver patient care education.

Similarly, our MCC personnel can provide remote patient monitoring and telehealth facilitation services for specific high risk/chronic care condition patients who would benefit from the utilization of electronic outreach, engagement, education and protocol driven alert response.

6.5.2. Describe any third-party alliances, relationships, or dependencies.

Envision Physician Services. Access2Care uses our partnership with Envision Physician Services (Envision) to deliver treatment in place services, via telehealth. Envision's large national provider resource and recruitment strength pool allows us access to state-licensed providers as needed to accommodate telehealth referral volume needs per state. Envision currently employs nearly 17,000 licensed emergency medicine physicians across the United States.

Our established telehealth partnerships deliver the latest in telemedicine, remote patient monitoring, and other virtual/OnDemand medical solutions. By blending technology and the best clinicians in the industry, Access2Care will ensure your members get right care at the right time in any setting.

Our integrated programs are specifically designed to fill in gaps in services, streamline operational efficiencies, and create system-wide savings with optimal return on investments. Access2Care and its affiliates use technology that is state-of-the-art and is used to deliver real-time remote monitoring services, access to virtual care providers, point of care testing, and electronic patient care reporting in any setting.

Through our partner, Envision, physicians dedicated to providing tele-support will be board-certified and EMS- experience emergency medicine physicians licensed as appropriate per state. Envision will follow Access2Care protocols per appropriate treatment criteria. Envision providers use evidence-based protocols to determine appropriate levels of care, reviewed with our clinical partners to meet patient need. We also offer numerous protocol models developed by our physician leaders.

Envision's strong organizational effectiveness, clinical and operational management expertise, and sizable national resource pool enable us to effectively meet Access2Care's multi-state coverage needs in a way that most physician organizations cannot. The Envision Telemedicine model allows us to provide high-quality, value-based services to our partners through:

- Dedicated telemedicine physician leadership with talent and time to enhance engagement and education
- Comprehensive quality metric tracking that includes multiple data collection points for each patient
- Operational and administrative management infrastructure to allow physician focus on medical care
- Comprehensive infrastructure allows us to provide the most efficient pricing models
- Demonstrated excellence in rural market outreach, care coordination, and network development
- Access to cutting edge telehealth technologies for seamless and coordinated remote care

Envision Physician Services will provide tele-support for treatment-in-place via coordination with EMS for utilization of an integrated telemedicine platform providing instant text and video contact with board-certified and EMS-experienced emergency medicine physicians dedicated to support call volumes as needed.

Envisions national scope and resource pool allows us the unique capacity to scale to suit programs needs across diverse regions. Envision is confident in our ability, even given regional market variables, to be capable of implementing this treatment in place model, scaled as appropriate, within 30 to 60 days.

Envision achieved tele-emergency medicine success with Huron Valley Ambulance in Michigan. Envision initiated their first 24/7 tele-emergency program to support multi-county EMS in this area in July 2015. This was the first program in Michigan to respond to select 911 calls with a two-way video-equipped EMS unit designated to treat patients in place. Specially trained paramedics provide a variety of on-scene services to reduce preventable emergency center visits. Envision physicians support this program by providing quality reviews, paramedic education, medical direction, coordination of care, consultation services, and medication prescriptions for patients receiving care. Results include the following outcomes:

- Patients report top decile satisfaction with the care delivered.
- Successful in treating over 50% of patients in place without need for EMS transport, resulting in a significant financial savings for local payors and healthcare systems.

Envision provides national quality oversight via our executive clinical leadership structure to ensure continuous accountability as well as continued adherence to innovative best practices. The following clinical and operational executives will provide oversight and support for selecting physician candidates from amongst our recruitment pool and will ensure continuous quality oversight, operational effectiveness and efficiency, and clinical support.

eVisit. Access2Care facilitated an extensive request for proposals evaluation to identify a telehealth platform optimized for telehealth, nurse navigation, and ET3 programs. Seventeen telehealth platforms were evaluated leading to the selection of eVisit – one of America’s leading virtual care platforms. Founded in 2014, eVisit’s goal is to simplify the way healthcare organizations deliver care to their existing patients. They are now a market leader in virtual care platforms—serving some of the largest health systems in the nation.

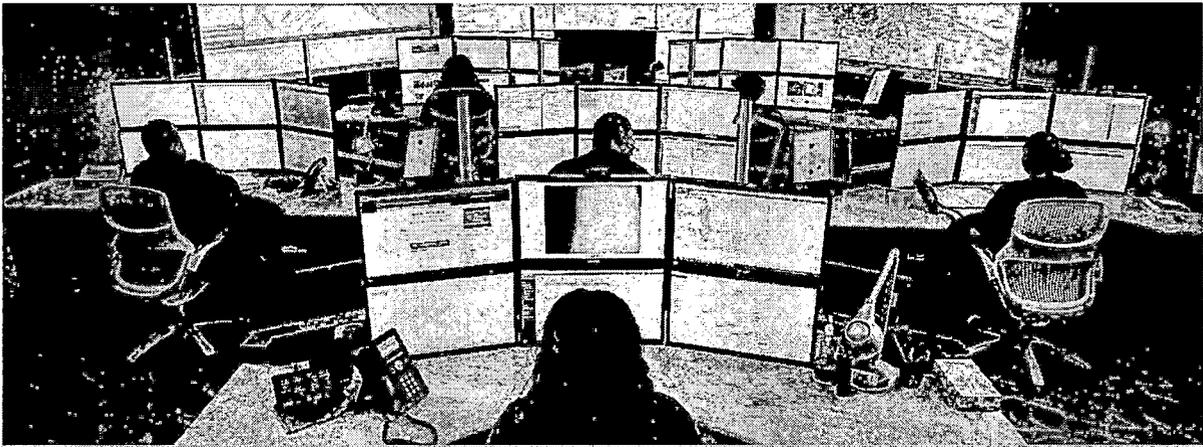


To bring virtual care to emergency medical services (EMS), eVisit reconfigured its platform for the unique needs of first responders. Within 60 seconds of launching the platform, EMS crews can get connected with any emergency department physician listed as available on the provider network.

The workflow for intake and patient preparation is fast and efficient enabling quick launch of the two-way video exam. After the EMS crew and patient exit the virtual exam room, the remote emergency department physician can complete their exam write-up, discharge prescriptions, and initiate billing as necessary.



We know telehealth is a journey into the unknown for the field of EMS. Operating procedures, clinical workflows, and technical requirements will all require adaptation as we learn in the field. We need a telehealth platform that can adapt with us and a telehealth company that will respond to our unique needs. Access2Care believes eVisit is that company, and we are confident they will help us achieve this unique mission at the crossroads of healthcare, public health and public safety



6. 6. Consulting Services

6.6.1. Describe your recommended engagement/scope of work to implement your telehealth services and software/hardware at the Oneida County Department of Emergency Communications.

Access2Care uses a reliable and proven third-party vendor as part of our telehealth services package. Our uniquely assembled solution brings telehealth services including hardware and software-ready to implement for your community. Through our partnership with Envision, we also use eVisit, a market leader in virtual care platforms. Within 60 seconds of launching the platform, EMS crews can get connected with any emergency department physician listed as available on the provider network.

6.6.2. Have you provided consulting services with another governmental agency? If so, please provide reference and scope of work information in detail.

Access2Care has provided consulting and implementation services to jurisdictions nationwide, including Washington D.C., Dekalb, GA, Rochester NY, and Seattle WA. Details on our Washington D.C. and Dekalb County, GA programs can be found in our response to Requirement 7.9.2.

6.6.3. Describe your process for onboarding providers/provider groups? How would you outsource your services to, and onboard local providers/provider groups?

Our partnership with Envision offers locally licensed physicians. Envision's large national provider resource and recruitment strength pool allows us access to state-licensed providers as needed to accommodate telehealth referral volume needs per state. Envision currently employs nearly 17,000 licensed emergency medicine physicians across the United States.

6.6.4. Describe how you assure that all individuals acting as agents or subcontractors, services, and technologies are HIPAA compliant.

Access2Care, its parent and family of companies, and any of its contractors related to this scope of work will comply with all provisions of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This includes, but is not limited to, provisions addressing privacy, security, and confidentiality.

- AMR, also a GMR company, was one of the first U.S. ambulance companies to design a comprehensive Corporate Compliance Program. This rigorous program has been in effect since 1998, five years before the U.S. Department of Health and Human Services issued guidelines for ambulance compliance programs. It covers our Code of Business Conduct, General Compliance guidelines, and HIPAA regulations.
- We employ a full-time Chief Compliance Officer who reports directly to our senior leadership personnel. Our Ethics and Compliance Department is heavily involved in all business decisions.

- As each employee completes compliance training, they certify either electronically or in writing that they are aware of and understand our compliance program and Code of Business Conduct and Ethics.
- All employees receive training during orientation and during annual updates on the practical applications of HIPAA.

In addition, Access2Care can provide secure technology that protects the sensitive information collected from your patients. We have established a comprehensive HIPAA compliance program related to safeguarding Protected Health Information (PHI). The requirements for protecting patient privacy continue to evolve with the implementation of state privacy statutes and the recently enacted HITECH Act.

Our HIPAA compliance program remains well-positioned to meet the increased expectations of patient privacy and electronic data security and includes the following:

- A Privacy Officer to implement, oversee, and enforce the HIPAA program
- A set of HIPAA compliance policies and procedures that provide all employees with the appropriate procedures and protocols to ensure compliance with the Privacy and Security Rule
- Mandatory new-hire and annual HIPAA education and training for all employees
- A dedicated HIPAA Helpline number to report concerns or questions available to all employees, patients and customers and vendors
- State-of-the-art information technology systems with encryption capabilities to protect the electronic patient data maintained by our organization

Ethics and HIPAA training are required for all employees upon hiring. It is then a core part of their annual reviews. All relevant information on our compliance and HIPAA policies are available to our employees at any time, via our Compliance Department, their supervisor or on the Access2Care intranet.

Access2Care's policies extend to all individuals acting as agents or subcontractors.

6. 7. Description of service, Product support and Maintenance

6. 7.1. Comment on the following where applicable:

Please see answers below.

6. 7. 1. 1. Manuals

Access2Care has manuals, SLAs, SOWs, and protocols developed to provide details and guidance to our Nurse Navigation program and our partners. These items are proprietary, and upon notification of award or execution of a non-disclosure agreement (NDA), we are happy to provide full details on our Nurse Navigation program design.

6. 7. 1.2. Provide existing EMD or triage protocols

Access2Care has existing EMD and triage protocols.

Nurse navigation assures more appropriate care for the low acuity patient, at the same time ensuring better utilization of emergency resources. Access2Care has already successfully implemented EMS-based nurse navigation services in a number of locations around the country. The key objective of this program is to provide the low acuity patient with alternatives to the emergency department (e.g., nurse advice, urgent care, or primary care visits) and assure adequate follow-up. The local EMS Medical Director would have full involvement in program design and authority to approve the EMD-based procedures and protocols associated with the program.

Access2Care's National Director of Nurse Call Centers will have the authority to manage all essential functions including protocol development and implementation, clinical quality improvement processes and support and oversight for medical personnel. She will oversee all aspects of the program including clinical protocols development and oversight by working closely with the medical director on quality and operations, overseeing relationships with, local officials, interacting with local alternate destinations such as urgent care and Federally Quality Health Clinics, and other functions.

NMTARA protocols are current and active, reviewed on regular basis with Quality Committee and Medical Director.

Medical Director will provide clinical oversight of triage protocols. The Nurse Navigation program will be staffed with Registered Nurses and LVNs proficient with telephonic patient assessment, strong written and verbal communication skills and adaptable with expanding technology tools. Nurses will be actively licensed in Arizona. Orientation to Nurse navigation will include self-study, guided study, and active practicing of triage protocols, navigating appropriate destinations and local geography.

6.7.1.3. Onsite and Offsite training

Nurses will be actively licensed in New York. Orientation to Nurse Navigation will include self-study, guided study, and active practicing of triage protocols, navigating appropriate destinations and local geography.

6.7.1.4. Helpdesk Operations

Our Nurse Navigation Department is fully staffed 24/7. For customers, we can utilize an existing call routing process or Access2Care can provide a unique toll-free phone number that you can distribute to your desired patient population. We can also distribute this number during the enrollment process for your patients referred to this program. Our MCC nurse navigators answer all calls that come into the center utilizing a white-labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

6.7.1.5. Frequency and acquisition of upgrades

Upgrades are evaluated routinely and provided as needed.

6.7.1.6. User feedback procedures

All calls (100%) are reviewed and managed by our quality assurance / quality improvement (QA/QI) process. When a sentinel event, unexpected outcome or safety violation is noted or occurs, service level agreements (SLA) or scope of work (SOW) rules guide escalation of that event to appropriate leadership within fire department. Our process is retrospective, as we learn from events and use that knowledge to inform training and future process improvement and alignment. SLA and SOW for feedback procedures are determined during the implementation process.

Our QA/QI processes include the following: Regular meetings with Joint Operating Committee (JOC) to review accuracy of calls routed to Nurse Navigators and overall performance, Monitoring of Grievance / Complaint Ratio to capture caller complaints and develop pathways to route and address complaints, and Patient Satisfaction measures to include daily call backs within 24 hours of engagement. Monthly reports on several metrics are provided and reviewed. Midstream adjustments are made, as needed.

6.7.1.7. 24/7 and 365 support procedures

Access2Care provides a unique 24/7/365 toll-free phone number that you can distribute to your patient population. Our Medical Command Center (MCC) nurse navigators answer all calls that come into the center utilizing a white-labeled answering script tailored to client specifications. This helps improve patient acceptance and perception of continuity of care.

When patients access the hotline, an Access2Care MCC nurse provides a quick patient assessment for life threatening conditions and then take the caller through our proprietary nurse triage protocol to determine the most appropriate locus of care. Our operator uses our proprietary evidence-based clinical decision software to immediately evaluate a patient's current condition, providing needs-matched time-appropriate resource allocation (NMTARA) to meet the patient's unique healthcare needs.

Additionally, Access2Care provides telephonic outreach to desired populations to assist in scheduling of Primary Care Physician (PCP) appointments for high risk/chronic care patients who have not had recent required visits with their PCP. This can be facilitated with integration of scheduling platforms.

6.7.1.8. Describe methodology to collect and meaningfully interpret data as it pertains to health outcomes, patient and community risk reduction.

Access2Care maintains ongoing processes to monitor and capture data. All data is captured and managed through eVisit platform and LOGIS CAD platforms. State-of-the-art communications technology used effectively by experienced people is essential for getting resources assigned on time to support the community and its responding stakeholders and first responders. Access2Care keeps pace with leading-edge technology throughout region and the nation.

Access2Care provides transparent and timely reporting and preserves all records to thoroughly document the process for each call, using the Logis CAD system which seamlessly integrates call intake and dispatch services, as well as customizes reporting processes. Our Logis CAD features an intelligent logistics engine that helps us choose the right resource for the right patient at the right time. Frequency of reporting is determined by the County. We work with you to design and deliver weekly, monthly or quarterly reports.

6.8. Implementation

6.8.1 Please provide the benchmark timeline for rollout and explain any deviations and/or adjustments:

We anticipate full implementation of Nurse Navigation and our online ordering capabilities to be completed within 90-120 days of award.

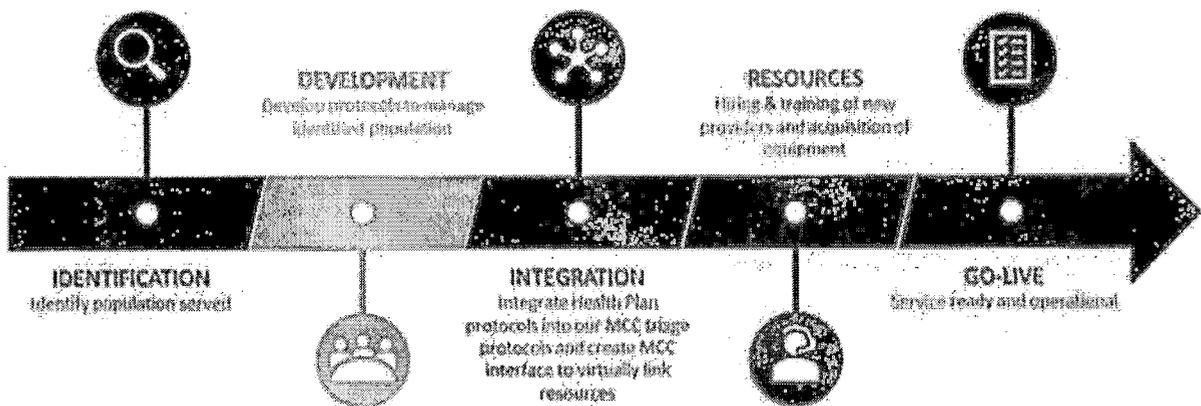
Beginning below, we have provided a matrix of our implementation tasks for this contract, identifying the duration of each. Many variables drive the implementation timeline for a project of this complexity. A key strength of our process is the total management of virtually all tasks. We work to streamline all parts of the implementation process and make the transition as easy on the community as possible. Additional resources will be augmented through our national support team, which provides transitional management for startup operations, mergers, and acquisitions, and hiring events for nurses, all with the goal of all projects being live by your anticipated goal date.

#	Task	Duration
1	PROJECT INITIATION	
1.1	Bid Award Notification	1 day
1.2	Contact Negotiation & Legal Approval	30 days
1.3	Conduct Project Kickoff	1-2 days
2	PROJECT SCOPING & FRAMING	
2.1	Scope of Work	7-14 days
2.2	Operational Scoping / Framing / Planning	14 days
2.3	Assigning Roles and Responsibilities	1-7 days
3	PRE-PROGRAM IMPLEMENTATION	
3.1	Project Coordination	14 days
3.2	Clinical Implementation	14-30 days
3.3	IT/IS Build/Implementation	30-60 days
3.4	Business & Operational Build/Implementation	30 days
3.5	Recruiting/Hiring/Staffing	30-60 days
3.6	Training/Education	14 days
3.7	Finance/Revenue	14-30 days
4	GO-LIVE AND PROGRAM LAUNCH	
4.1	Develop supervisory plan to manage start-up initiatives and objectives	7 days
4.2	Assign supervisory positions	7 days
4.3	Develop operational periods	14 days
4.4	Provide regular briefings	Ongoing
4.5	Complete mock start-up at a prescheduled period to actual go-live day	7 days
4.6	Go live	1 days

6.8.2. Please explain your implementation methodology.

Access2Care's implementation methodology involves the careful assembly of our resources, management team, and organizational expertise. We are able to begin implementation of this Agreement immediately upon award. We anticipate full implementation of Nurse Navigation and our online ordering capabilities to be completed within 90-120 days of award.

Immediately upon award, Access2Care will work with the County to identify a mutual project team and begin the implementation process. This is summarized in the graphic below.



We are proud of our strong track record in successfully transitioning to serve new clients and systems. Managing these transitions in a manner most favorable to our new clients, local leadership, and caregivers is a result of methodical and collaborative planning. Our approach requires that we evaluate the required assets, both human and physical, and match our capabilities to the defined standards. It allows us to confidently offer services that we know we can deliver.

We have never failed a readiness review and all implementations were delivered on time and within budget. We have not had a contract terminated by a client for cause within the last five years. We have had no terminations for non-performance, nor been subject to default, received notice of default or failure to perform on a contract.

6. 9. References

6.9.1. List the names of any public agencies of a similar size to Oneida County where you implemented your system/hardware

Access2Care has several programs across the nation that are partnerships with public agencies. We provide details on two successful partnerships--Washington, D.C. and DeKalb County, GA—in our response to Requirement 7.9.2.

6.9.2. The vendor should at least list the previous projects achieved, providing the following:

6.9.2.1. Name of client, including contact information.

6.9.2.2. Indicate if the client is a public agency.

6.9.2.3. The size of the agency.

6.9.2.4. The size of the support fleet.

6.9.2.5. The current business intelligence functionality being used.

6.9.2.6. Contract duration.

In recent years, Access2Care has worked together with our partners to develop new and effective ways to manage non-medical and non-emergency transportation, decrease avoidable hospital readmissions, improve system utilization of frequent 911 callers, and integrate multiple resources to better care for patient populations.

Summaries of three of our current operations and programs are described below.

Right Care, Right Now Program in the District of Columbia (March 2018 to Present)

Company	DC HEALTHCARE COLLABORATIVE
Address	2000 14th street NW, #500, Washington DC
Contact Name/Title	Edward Mills III, Assistant Chief
Phone Email	202-673-3320 edward.mills@dc.gov
Public Agency	Yes
Size of Agency	Handles approximately 420 calls per day
Support Fleet	Approximately 29 EMS units

Our nurse triage line at the local 911 communications center assesses medical urgency in calls and steers non-severe cases away from emergency crews and toward proper medical providers. The goal of this program is to reduce demand on the overtaxed EMS system, offload the overcrowded emergency departments (EDs), and provide better patient outcomes through care delivery at primary care and/or urgent care sites. Support fleet size and current business intelligence functionality features are not applicable for this contracted partnership.

Our Nurse Triage Line coordinates home visits to patients that receive in home care after calling 911 and speaking with our highly trained nurses. Ready Responders dispatch specially trained EMTs to provide health navigation, education, and management programs designed to provide whole person care to those who

frequently utilize the hospital and/or have multiple inpatient stays for non-acute, non-emergent needs. One important aspect of this is ensuring the patient establishes a connection with a primary care provider (PCP) who can serve as an ongoing reliable home base for care and provide referrals to specialty providers. Other items that the patient and Responder address during weekly visits include, but are not limited to:

- Medication and disease management and education
- Vitals checks
- Coordinating and aligning their providers so patients have an agreed upon and easily followable care plan for addressing social and medical needs
- Identifying and addressing the root cause of non-acute frequent hospital visits
 - Responders will accompany patients to pharmacies, help patients access transportation and schedule appointments

Highlights of the collaborative program are described below.

- Access2Care's system is fully integrated into the District of Columbia's 911 system and allows for CAD- to-CAD interface of voice and data between 25+ healthcare systems
- Our staff answering calls referred to the center have a Registered or Vocational Nurse license and possess a minimum of five years of paramedic, ED, acute care and/or triage experience
- We provide the operational infrastructure and equipment, program management, system design, system integration, personnel, and oversight to implement and manage this effort
- Our system interfaces with the Health Information Exchange (HIE) and various local medical provider's Electronic Health Record (HER) systems, which aggregate patient data into a profile used to make a triage treatment determination and recommendation
- Our technology automatically provides the nurse navigator with the names and locations of clinics, case worker's information, insurance carrier, transportation vendors, doctors, and patient information to coordinate referral and transportation to an appropriate clinic
- We create and maintain preset clinic site walk-in availability and can restrict access to these particular clinics once the last available space has been utilized for each day

Onodaga County Emergency Communications E911 Call Screening and Diversion
(November 2021 – present)

Company	ONODAGA COUNTY
Address	421 Montgomery Street, Syracuse, NY 13202
Contact Name/Title	Kevin Spraker, Onodaga County Dept. of Emergency Communications
Phone Email	315.435.1437 KevinSpraker@ongov.net
Public Agency	Yes
Size of Agency	Approximately 300,000 calls per year.
Support Fleet	16 police departments, 58 fire departments, 14 EMS agencies

“Onogada County sending non-emergency calls to nurses to cut ER visits”
WRVO | Ellen Abbott



Onodaga County is hoping to ease overcrowded emergency rooms in central New York by putting nurses on the end of certain calls to 911.

The county has hired a company out of Texas to take non-emergency medical calls in what’s called a nurse navigator program. County Executive Ryan McMahan said the goal is to prevent unnecessary emergency room visits.

“We really need to eliminate the folks who don’t need to go to the hospital. This helps do that,” McMahan said. “Right now, with the stress on the health care system, we can’t have those things happening anymore, and we think this is a step in the right direction.”

County officials say an average of 20 calls a day to 911 are from people requesting an ambulance but have minor medical issues. Local 911 dispatchers, who come across these non-emergency medical calls, will rout them to a Global Medical Response Nurse Navigation team.

“The nurse clinically triages them to ensure they’re low acuity and navigates care appropriately, said Lisa Edmondson of Global Medical. “The nurse does have the ability if something comes out in the story that creates a higher acuity level to send them back to dispatch. So they will get an ambulance transport in those scenarios.”

Other alternatives could be a telehealth visit, or transport to an urgent care center via a ride-sharing service. Edmondson said this works for things like minor injuries or illnesses. This can eliminate some unnecessary trips to the ER.

“Essentially, emergency rooms have served as primary care providers for so many people in the community,” said McMahon. “And we’re taking that sliver of care and it frees up capacity for our emergency rooms and our ambulances.”

The program has already started. On the first day one patient received a telehealth visit, three went to an urgent care center, and seven got ambulance service.

Julie Corn expects at the outset, this could reduce the number of ambulance trips to the ER by 10%.

“This isn’t going to solve all those problems, but it’s going to help,” said Corn. “And that 10% is going to grow over time.”

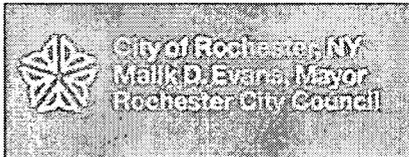
City of Rochester/Monroe County Nurse Navigation (January 2022 to present)

Company	CITY OF ROCHESTER
Address	811 West Ave., Rochester, NY 14611
Contact Name/Title	Timothy Frost, Regional Director
Phone Email	585.777.7777 Timothy.Frost@gmr.net
Public Agency	Yes
Size of Agency	Approximately 85,000 responses per year.
Support Fleet	60 ambulances

“Mayor Malik D. Evans, County Executive Adam J. Bello Launch Nurse Navigation Program in Collaboration with AMR

Program Provides Residents Access to Greater Care Options to Meet Specific Medical Needs”

City of Rochester



Mayor Malik D. Evans and Monroe County Executive Adam J. Bello, in collaboration with American Medical Response (AMR), today announced the launch of the Rochester/Monroe County Nurse Navigation program to help city and county residents and visitors quickly

reach the most appropriate level of care when calling 9-1-1. The Nurse Navigation program provides greater access to a wider variety of care options to meet callers’ specific needs, which may include a virtual visit with a physician.

The program’s goal is to increase the availability of emergency response personnel to respond to life-threatening emergencies and reduce emergency department overcrowding. Calls to 9-1-1 for specific, non-life threatening injuries or illnesses are routed to a New York-licensed nurse. The nurse assesses the caller’s symptoms and facilitates the most appropriate medical care, such as a virtual visit with an emergency physician or nurse, instructions on self-care, or transport to a local healthcare

provider, including clinics, urgent care centers, or if needed, a hospital emergency department.

The Nurse Navigation program will alleviate pressure on EMS systems and hospitals while educating communities on the appropriate use of 9-1-1 so systems function more efficiently — making more ambulances, EMTs and paramedics available to respond to life-threatening emergencies throughout the city and county. Nurse Navigation will help reduce Emergency Department overcrowding and improve timeliness of care for people needing medical treatment in our community.

Nurse Navigation enables fire and EMS agencies to provide timely, appropriate and quality patient care while controlling costs, improving outcomes, and reducing reliance on hospital emergency departments for primary healthcare.

“Nurse Navigation is proven to work in other cities and one of our primary roles is to provide our citizens with high-quality municipal government services,” said Mayor Evans. “This project is an excellent example of a public-private collaboration that will improve quality of life. It delivers an innovative solution to some of the issues we’re seeing around staffing shortages and emergency room overcrowding. I’m grateful to County Executive Bello, AMR and all of our community’s first responders, telecommunicators, dispatchers and healthcare providers for their contributions in keeping Rochester’s citizens safe and healthy.”

“The Nurse Navigation Program will modernize our community’s emergency medical response and help alleviate the strain on local ambulance crews and hospitals at a time when COVID-19 continues to spread,” said Monroe County Executive Adam Bello. “Thank you to all our first responders who work tirelessly to help our residents.”

“We are proud of our long-term partnership with Rochester and Monroe County to help people get the right care at the right time, and we are excited to leverage our national expertise and integrated healthcare solutions to expand access to care, improve patient experience and increase population health throughout the region,” said Tim Frost, Regional Director for Global Medical Response, the parent company to AMR. “The program will allow us to better serve area residents by ensuring that callers with lower acuity complaints are presented with more innovative paths to treatment that are often closer to home, where medical treatment can be received faster than a visit to a hospital emergency department.”

6 .10. Detailed cost model

6 .10.1. Please provide the lump sum annual cost for all services included within the proposal

Our lump sum annual cost for all services for year one (1) is \$192,000.00 and includes a one-time implementation fee of \$50,000.00. Subsequent contract years have estimated annual lump sum costs of \$189,000.00.

6 .10.1.1. Include annual costs for possible renewal years 2 and 3

Renewal years or subsequent contract years have estimated lump sum costs of \$189,000.00, annually.

6 .10.2. If Third-Party integration is required, what are the estimated costs involved?

There are no additional costs with Access2Care's solution. The patient's insurance is billed directly. Currently, for uninsured patients, unpaid billed costs are written off and absorbed by organization.

6 .10.3. What is your licensing model and pricing structure?

Access2Care doesn't offer licensing or free-standing purchasing options for our proprietary system and solution design. Our unique ready-to-implement packaged services are only achieved through a partnership with Access2Care.

6 .10.4. Costs associated with integrating with Hexagon Computer Aided Dispatch Software and PriorityDispatch Medical Software for cold hand off of callers.

Not applicable.

6 .10.5. Please list any costs not included in the proposal

There are no additional costs that are not included in the proposal.

6 .10.6. Please list costs for any additional services that can be provided

Access2Care, as part of a large healthcare organization, Global Medical Response, Inc., has offers many adjacent and related services that help organizations and communities provide care competently and reliably. We are happy to review our full menu of customizable solutions.

About GMR

Our parent company, Global Medical Response, Inc. (GMR) is an industry leading medical transportation company founded in 2018 by combining the industry leaders in air, ground, managed medical transportation, and community, industrial/specialty and wildland fire services.

With over 35,600 employees, GMR teams deliver compassionate, quality medical care, primarily in the areas of emergency and patient relocation services in the United States, the District of Columbia and around the world. Each of our companies have long histories of proudly serving the communities where we live. In addition to AMR,

GMR companies include the following: Guardian Flight, LLC, Rural Metro Fire, Air Evac Lifeteam, REACH Air Medical Services, Med-Trans Corporation, and AirMed International—just to name a few.

Combined, we treated 12 million patients last year utilizing 8,600 ground vehicles, 158 fire vehicles, 352 rotor-wing aircraft and 109 fixed-wing aircraft. We are the largest medical transport company in the world, focusing on intimate and high-service solutions at a local level. With the extensive resources and experience of GMR, we are able to work with our partners to develop integrated solutions to patient transportation that cover ground, rotor-wing and fixed-wing modalities.

QUALIFIED TEAMS



35,600
CLINICIANS & SUPPORT PERSONNEL



50 STATES COVERED



379 AIR BASE LOCATIONS



65 COMMUNICATION CENTERS



48 FIRE STATIONS

PATIENT INTERACTIONS



12.1 MILLION
PATIENT ENCOUNTERS



EVERY 72 SECONDS
WE PERFORMED A CRITICAL INTERVENTION

VEHICLES & AIRCRAFT



8,600
GROUND VEHICLES



352
ROTOR-WING AIRCRAFT



109
FIXED-WING AIRCRAFT



158
FIRE & RESCUE VEHICLES






DoD Air Transport Program











PROVIDING CARE TO THE WORLD AT A MOMENT'S NOTICE



GMR Services & Solutions

The GMR family of companies provide solutions in the United States and around the world. The combination of our services (shown below) results in superior air and ground medical transportation services for delivery of seamless, reliable and highest quality patient care. Our combined company provides services for every segment of the patient journey. This enhanced scale and breadth of service capabilities results in strategic relationships with municipalities, government agencies, providers and payors.



AirMed International, the contracting entity, offers unparalleled medical care and bedside-to-bedside transportation with some of the most experienced air medical crews in the industry. AirMed owns and operates a fleet of fully customized and permanently medically configured jets, while employing its own dispatch, flight and medical teams. AirMed has been recognized through accreditation from CAMTS and EURAMI.



American Medical Response (AMR) is America's leading provider of ground medical transportation, provides services in 40 states and the District of Columbia. More than 28,000 AMR paramedics, EMTs, RNs and other professionals work together to transport more than 4.8 million patients nationwide each year in critical, emergency and non-emergency situations.



Air Evac Lifeteam is the nation's leading provider of helicopter air ambulance services. Crews consisting of a pilot, a flight nurse and a flight paramedic, are on duty seven days a week to respond to the scene of a medical emergency or transport patients between medical facilities. The company operates more than 140 air medical bases across 15 states.



Med-Trans is a leading national medical transport provider, focused on establishing professional relationships with leading health systems, medical centers and EMS agencies. Med-Trans offers a broad range of solutions to help its partners achieve successful patient outcomes with relationships in 26 states and operations from more than 90 base locations.



REACH Air Medical Services provides critical care air and ground transport service to communities throughout California, Oregon, Nevada, Montana, Texas, Colorado and Hawaii. REACH employs hundreds of highly trained nurses, paramedics, pilots and aircraft maintenance technicians to provide service to patients using their fleet of medically equipped helicopters, airplanes and ground ambulances. REACH is accredited by CAMTS.



Guardian Flight is a leading provider of air medical services, transporting patients in remote and rural settings to large hospitals in metropolitan areas. We use the most advanced equipment, quality aircraft and, most importantly, trained and experienced staff to accomplish our mission of saving lives and caring for our communities.



Rural Metro Fire provides emergency medical transportation, non-emergency general medical transportation, fire protection services and other emergency-related services to private and commercial enterprises. Rural Metro Fire employs more than 7,500 people and answers 1.5 million calls for service yearly.



Access2Care is the innovation arm of Global Medical Response, developing services and technologies for managed transportation, online transport ordering, transfer center coordination, nurse navigation and telehealth. These solutions seamlessly integrate to help our customers provide better patient care and outcomes.

Exhibits

- 01) Nurse Navigation training curriculum sample
- 02) Marketing materials and outreach information
- 03) Required forms



Exhibit 1:

Nurse Navigation Training curriculum sample

Exhibit 2: Marketing materials and outreach information

Exhibit 3: Required forms

ONEIDA COUNTY EMERGENCY SERVICES

REQUEST FOR PROPOSALS

FOR

ONEIDA COUNTY EMERGENCY SERVICES
E911 CALL SCREENING AND DIVERSION

RFP NUMBER 2022 - 318

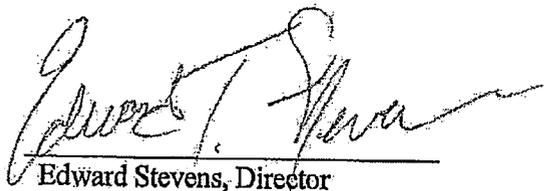
ONEIDA COUNTY EMERGENCY SERVICES

120 BASE ROAD

ORISKANY, NEW YORK 13424

EDWARD STEVENS, DIRECTOR

DATE: 06-01-22



Edward Stevens, Director
Oneida County Emergency Services

It is understood and agreed by the Offeror that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Vendor") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.
3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.
9. The County reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Date

Signature

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

1. INTRODUCTION AND INSTRUCTIONS

- 1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Oneida County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Oneida County Purchasing rules require selection of services through a Request for Proposal process.
- 1.2. Schedule of Events. The schedule of events set out herein represents the County of Oneida's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	6/07/22	Proposal Submission Deadline:	6/28/22
Pre-Proposal Meeting:	N/A	Award Date:	7/5/22
Final Date for Submission of Questions:	6/14/22	Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	6/21/22		

1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy - in the form of a compact disk or flash drive), shall be submitted to Edward Stevens at 120 Base Road, Oriskany, New York 13424, no later than 4:00 p.m., June 28, 2022. Note: Packages not containing the required number of copies will be rejected.
- 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
- 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
- 1.3.5. Responses to this RFP may require that potential Vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the Vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the Vendor.
- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of the Oneida County Emergency Services (Emergency Services) may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the

possession of the Emergency Services may be withdrawn by the Vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Oneida County Purchasing Director.

1.5. Award and Contract Information

- 1.5.1. The County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be considered in evaluating responses to this RFP.
- 1.5.2. The Vendor agrees that should its firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 1.5.4. The County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County.
- 1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

REQUEST FOR PROPOSAL

TITLE: Emergency Services E911 Call Screening and Diversion
NUMBER: RFP#2022-318

CLOSING DATE AND TIME: June 28, 2022, 4:00 P.M.

DELIVER TO: Oneida County Emergency Services

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record: _____

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. ___ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combatting-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____

Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Emergency Services E911 Call Screening and Diversion

NUMBER: RFP#2022-318

2. PROPOSAL SUBMITTAL

- 2.1. Original Proposal • The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the submission deadline. All proposals shall be marked Oneida County, Emergency Services E911 Call Screening and Diversion, RFP#2022-318. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 2.2. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.
- 2.2.1. Cover Page:
- 2.2.1.1. Full proposal name and number.
 - 2.2.1.2. Submission date and time.
 - 2.2.1.3. Prime Vendor name (Oneida County/Vendor who is responsible).
- 2.2.2. Table of Contents:
- 2.2.2.1. All items listed in Proposal Format in the sequence listed.
- 2.2.3. Executive Summary:
- 2.2.3.1. Summarize understanding of the scope of the RFP (project).
 - 2.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
 - 2.2.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
 - 2.2.3.4. State exceptions and omissions to stated requirements.
 - 2.2.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
 - 2.2.3.6. Summarize all resources, assumed or expected, to be provided by the County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.
- 2.2.4. Compliance Statement:
- 2.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.
- 2.2.5. Project Coordination and Scheduling
- 2.2.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

2.2.6. Vendor Responsibilities

2.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

2.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

3. QUESTIONS

3.1. During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized in Section 3 of the RFP. All proposals will remain sealed until after the submission deadline.

3.2. All questions regarding the RFP must be submitted in writing to:

**Edward Stevens, Director Oneida County Emergency Services
120 Base Road
Oriskany, NY 13424**

3.3. Questions may also be directed by email to estevens@ocgov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

4. REIMBURSEMENT/GIFTS

4.1. Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

4.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

5. GENERAL PROVISIONS

5.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Vendor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

5.2. Insurance

5.2.1. Liability Insurance

Vendor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

5.2.2. Vendor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add the County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of the County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to the County, as primary to, and not seek contribution from, any other insurance available to the County by any other insurance contract naming the County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give the County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to the Oneida County's Law Department, 800 Park Avenue, 10th Floor, Utica, NY 13501. Each insurance contract shall be approved and accepted by the County.

5.2.3. Vendor shall obtain these insurance contracts:

5.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability/errors and omissions insurance contract required by this agreement, in a minimum amount of \$5 million, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.4. Professional Liability insurance contract shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.5. Vendor shall deliver to the Oneida County Law Department, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Vendor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of the County, Vendor shall deliver to Oneida County's Law Department a copy of any insurance contract required by this agreement.

5.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

5.2.4.1. This agreement shall be void and of no effect unless Vendor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep

insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2. Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor's delivering to Oneida County's Law Department that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

5.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.5. **Waiver of Subrogation:** Vendor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

5.3. **Assignment** Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise

disposing of this agreement, or Vendor's right, title, or interest in this agreement, or Vendor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

- 5.4. Independent Contractor Vendor is an independent contractor. Neither Vendor, nor Vendor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.
- 5.5. Conflict of Interest At the time Vendor submits a response, or if no response is submitted, prior to performing any services under this agreement, Vendor shall affirm to County's Law Department, that Vendor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County and shall further affirm that in rendering services to the County no persons having any such interest shall be employed by Vendor. Vendor assumes full responsibility for knowing whether Vendor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Vendor shall disclose immediately to the County every known or apparent conflict of interest and every ostensible or potential conflict of interest of Vendor, Vendor's officers, Vendor's employees, Vendor's agents, and Vendor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Vendor's failure to comply with these provisions affords the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Vendor shall suspend all work and services, and the County's payments to Vendor shall be suspended pending final approval by the County or the County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Vendor, and Vendor shall disclose the same. Vendor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Vendor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this agreement pertains. If applicable, Vendor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Vendor's officers, Vendor's employees, Vendor's agents, or Vendor's servants shall be deemed a conflict of interest of Vendor, giving rise to the duty to disclose.

Vendor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

- 5.6. Account Representative Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.
- 5.7. Responsiveness Vendor is expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.
- 5.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the Vendor for 180 days from the last date to submit the proposal.

- 5.9. Advertising Award The Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.
- 5.10. Beginning Work The Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.
- 5.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that the County will provide space, people, materials and other resources, etc.
- 5.12. Contract The contract between the County and the Vendor shall include:
- 5.12.1 The Standard Oneida County Contract Clauses, a copy of which is available upon request.
- 5.13 Extensions and Amendment Contract will be for one (1) year. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 5.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months.
- 5.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 5.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by Vendor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 5.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential Vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.
- 5.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 5.19 Funding The County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

5.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction. The County does not agree to arbitration.

5.21 Preparation of Proposal

5.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.

5.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

5.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6. SCOPE OF SERVICE

6.1 Introduction

6.1.1. Oneida County Emergency Services (OCES) is requesting proposals for low acuity call screening/diversion from a 911 call center and diverting specific calls for which it is determined that an ambulance service is not needed. OCES is looking for a solution to the long ambulance wait times in hospitals. The solution must evaluate the patients' current condition and provide time-appropriate resource allocation to meet the healthcare needs per CDC guidelines. The solution will be customizable, turnkey, and as an option integrate with our current Central Square (formerly TriTech) Dispatch NOW Computer Aided Dispatch and Priority Dispatch Medical software. It will be an all-inclusive diversionary system that provides IT, CAD and EMD protocol integration. The goal is to conserve ambulance resources for emergency calls requiring transport to a hospital, and provide more appropriate level care for citizens served by the OCES 911 call center.

6.2 Respondent's Capabilities/Telehealth services

6.2.1 Please provide information from the Respondent about your use of telehealth medical care settings to facilitate the care of individuals at risk.

6.2.1.1. Describe the process and types of professionals (e.g., psychiatrists, addiction medicine physicians, psychologists, social workers, nurse practitioners, mental health and/or substance use disorder counselors, etc.) who provided consultations in the past.

6.2.1.2. Describe the clinical scope of your service in determining risk for suicide, alcohol use disorder, and opioid use disorder, and associated workflows (e.g., assessment, diagnosis, brief interventions such as safety planning, referral) of the consultation. If patients/customers are followed by your telehealth service after their ED visit, describe how this is done, and for how long.

6.2.1.3. Describe whether your consultation service has working/active referral relationships with local community-based outpatient mental health and/or substance use disorder treatment specialty clinicians or office-based.

6.2.1.4. If your telehealth service provides community crisis services, and/or works with local crisis services, describe if your efforts also work to divert patients/customers from the ED in the future.

6.2.2. Describe the nature of the consultation, such as provider-to-provider consultation; and/or direct contact between the consultant and the patient/customer. Information on the types of practices delivered by telehealth consultation, such as screening, evaluation, triage, intervention, disposition.

6.2.3. Include information on whether the telehealth consultation service has been evaluated, and,

if so, what outcomes (e.g., repeat ED visits; hospitalization; other health care utilization; deaths) were examined, and over what period of time.

6.2.4. Describe your process that would encourage 9-1-1 callers to access your providers/network for law acuity or behavioral calls by method(s) outside of 9-1-1 system.

6.2.5. Describe practices related to accreditation (e.g., Joint Commission) when using telehealth health consultation (e.g., practices recoded appropriately; privacy risks minimized; and credentialing, privileging, and verifying qualifications), and how those were addressed.

6.2.6. Describe standards applicable to the telehealth industry, and how you assure compliance.

6.2.7. Please provide information on the types of technologies used for telehealth consultation (e.g., close circuit video; telephone; app-based; asynchronous consultations, etc.).

6.2.7.1. Within the work flow, what decision-making process guides when, and for which patient/customer (e.g., age groups or health disparity populations, socioeconomic status, geographic location, languages and interpreter services for those with low fluency in English) telehealth consultation is sought for suicide risk and overdose risk.

6.2.7.2. Describe any efforts to insure cultural sensitivity and linguistic needs.

6.2.8. Describe staffing model and contingencies that would be used to assure 24 hour a day coverage.

6.2.9. Describe your expectations of the OCES protocols and behavior.

6.2.10. Describe triage protocols, triggers, and the conceptual internal processes to reroute at-risk patients back into the 9-1-1 system for emergency dispatch as appropriate.

6.2.11. Describe process for recognition and review of sentinel events, unexpected outcome, or violations of safety. Describe after-event mitigation practices.

6.3 Description of Technical Design

6.3.1.1 The Respondent should provide information about overall system design including, as applicable the following:

6.3.1.2 Hardware Requirements and Specifications

6.3.1.3 Operating system/software environment

6.3.1.4 Physical security features

6.3.1.5 Detailed network requirements and protocols

6.3.1.6 Data Security protocols

6.3.1.7 Database environment and storage

6.3.1.8 Description of the user interface, including browser-based screens for all functions of the system

6.3.1.9 Description of the installation process

6.3.1.10 Description of application security and auditing features

6.3.1.11 Detailed interface requirements

6.3.2. Describe and demonstrate all relevant technologies to its services, including whether all technologies can be congruent/compatible with the OCES 911 telephone computer, radio, or other communication/information devices, including redundancy technologies and practices for continuity of services, data storage, and information retrieval.

6.3.3. Demonstrate services and technologies that supply remote electronic audio/visual services for the purposes of facilitating conversations between patient, the Respondent's medical provider(s), and OCES. Include description of limitations of devices and technologies.

6.3.4. Describe data storage, security, retrieval, and retention practices

6.4. Training/ Anticipated Learning Curve

6.4.1. What types of training are established for the above-mentioned services?

6.4.2. How many end users have you trained in previous implementations? Provide details.

6.4.3. Describe the initial and ongoing training of OCES staff. Include hours and frequency.

6.4.4. What is your anticipated learning curve for the various user groups at the OCES?
(Administrators, Supervisors, Front Line Users, Training department)

6.4.5. How successful has your firm been with training to the various types of user groups referenced above?

6.4.6. Existing service and product literature and prepared marketing materials may be included; however, this information is less useful than a more detailed user and technical document. Please include information on the following, where applicable:

6.4.6.1. Types of education available

6.4.6.2. Electronic Mail communications

6.4.6.3. Telephonic communication options available

6.4.6.4. Language translation

6.5. Description of System Functionality

6.5.1. Documentation should be provided that is descriptive of the functions supported by the system.

6.5.2. Describe any third-party alliances, relationships, or dependencies.

6.6. Consulting Services

6.6.1. Describe your recommended engagement/scope of work to implement your telehealth services and software/hardware at the OCES 911 call center.

6.6.2. Have you provided consulting services with another governmental agency? If so, please provide reference and scope of work information in detail.

6.6.3. Describe your process for onboarding providers/provider groups. How would you outsource your services to, and onboard local providers/provider groups?

6.6.4. Describe how you assure that all individuals acting as agents or subcontractors, services, and technologies are HIPAA compliant.

6.7. Description of Service, Product support and Maintenance

6.7.1. Comment on the following where applicable:

6.7.1.1. Manuals

6.7.1.2. Provide existing EMD or triage protocols

6.7.1.3. Onsite and Offsite training

6.7.1.4. Helpdesk Operations

6.7.1.5. Frequency and acquisition of upgrades

6.7.1.6. User feedback procedures

6.7.1.7. 24/7 and 365 support procedures

6.7.1.8. Describe methodology to collect and meaningfully interpret data as it pertains to health outcomes, patient and community risk reduction.

6.8. Implementation

6.8.1. Please provide the benchmark timeline for rollout and explain any deviations and/or adjustments.

6.8.2. Please explain your implementation methodology.

6.9. References

- 6.9.1. List the names of any public agencies of a similar size to Oneida County where you implemented your system/hardware.
- 6.9.2. The vendor should at least list the previous projects achieved, providing the following:
 - 6.9.1.1. Name of client, including contact information.
 - 6.9.1.2. Indicate if the client is a public agency
 - 6.9.1.3. The size of the agency.
 - 6.9.1.4. The size of the support fleet.
 - 6.9.1.5. The current business intelligence functionality being used.
 - 6.9.1.6. Contract duration

6.10. Detailed Cost Model Introduction

- 6.10.1. Please provide the lump sum annual cost for all services included within the proposal
 - 6.10.1.1. Include annual costs for possible renewal years 2 and 3
- 6.10.2 If third party integration is required, what are the estimated costs involved?
- 6.10.3. What is your licensing model and pricing structure?
- 6.10.4. Optional Costs associated with integrating with Central Square (formerly TriTech) Dispatch NOW Computer Aided Dispatch Software and Priority Dispatch Medical Software for cold hand off of callers.
- 6.10.5. Please list any costs not included in the proposal
- 6.10.6. Please list costs for any additional services that can be provided.

7. EVALUATION METHODOLOGY

7.1. The County reserves the right to award this contract in part or as a whole to qualified Vendor or Vendors. Award will be selected based on evaluation of which Vendor is most responsive and responsible, and not solely on the basis of prices.

7.2. Criteria to be evaluated by the County and will include the following:

- Compliance with the RFP format requirements**
- Experience**
- Future Contract Costs and Risks**
- Company Statistics**
- Responsiveness to the items in Section 7, Scope of Work**
- References**
- Price**
- Oral Presentations**
- Credibility of Vendor**

Assignment and Assumption of Award of Proposal Services

This Assignment and Assumption of Agreement is made and entered into by and between Access2Care, LLC, a limited liability corporation organized and existing under the laws of the State of Missouri ("Assignor") and Innovative Practices, LLC, a limited liability corporation organized and existing under the laws of the State of Delaware ("Assignee"), as of the latest date appearing next to their respective signatures below but effective as of March 2, 2023 (the "Effective Date").

RECITALS

WHEREAS, Assignor responded to and was awarded a Request for Proposal ("RFP") by Oneida County, New York (the "County") for the provision of E911 Call Diversion services to the County (the "Services"), the RFP and the Assignor proposal are attached hereto as Exhibits A and B, respectively;

WHEREAS, the Parties desire to confirm and acknowledge the assignment to and assumption of the RFP Services by Assignor to Assignee.

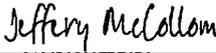
Agreement

Now, therefore, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals Incorporated.** The above recital paragraphs are incorporated herein by reference.
2. **Assignment and Assumption.**
 - 2.1 **Assignment.** As of the Effective Date, Assignor hereby assigns, transfers, conveys, sets over and delivers to Assignee all of Assignor's rights, title, benefits and interests under the awarded RFP Services.
 - 2.2 **Assumption.** As of the Effective Date, Assignee hereby assumes and agrees to discharge, in accordance with the terms of the Agreement, all of the obligations, terms, conditions and liabilities of Assignor under the awarded RFP Services. Assignor shall have no obligations, terms conditions and liabilities related to the RFP services and resulting Agreement after the Effective Date and Assignee shall have no obligations, terms conditions and liabilities related to the awarded RFP Services before the Effective Date.
3. **Authority.** Each party hereby represents and warrants that all actions necessary to authorize this Assignment and Assumption have been duly made and authorized and the signatories below may execute the same on each party's behalf.

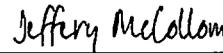
By signing below, each party acknowledges that undersigned has carefully read and fully understands this Assignment and Assumption, and each Party agrees to be bound by the terms of this Assignment and Assumption.

ASSIGNOR

DocuSigned by:

By: _____
Name: Jeffrey McCollom
Title: Senior Vice President

Date: 3/3/2023 _____

ASSIGNEE

DocuSigned by:

By: _____
Name: Jeffrey McCollom
Title: Senior Vice President

Date: 3/3/2023 _____

ONEIDA COUNTY EMERGENCY SERVICES

REQUEST FOR PROPOSALS

FOR

ONEIDA COUNTY EMERGENCY SERVICES
E911 CALL SCREENING AND DIVERSION

RFP NUMBER 2022 - 318

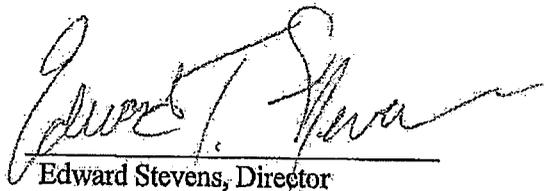
ONEIDA COUNTY EMERGENCY SERVICES

120 BASE ROAD

ORISKANY, NEW YORK 13424

EDWARD STEVENS, DIRECTOR

DATE: 06-01-22



Edward Stevens, Director
Oneida County Emergency Services

It is understood and agreed by the Offeror that:

1. This Request for Proposals (hereinafter "RFP") does not commit the County of Oneida (hereinafter the "County") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror (hereinafter the "Vendor") or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.
3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.
9. The County reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

1. INTRODUCTION AND INSTRUCTIONS

- 1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Oneida County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Oneida County Purchasing rules require selection of services through a Request for Proposal process.
- 1.2. Schedule of Events. The schedule of events set out herein represents the County of Oneida's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	6/07/22	Proposal Submission Deadline:	6/28/22.
Pre-Proposal Meeting:	NIA	Award Date:	7/5/22
Final Date for Submission of Questions:	6/14/22	Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	6/21/22		

1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy - in the form of a compact disk or flash drive), shall be submitted to Edward Stevens at 120 Base Road, Oriskany, New York 13424, no later than 4:00 p.m., June 28, 2022. Note: Packages not containing the required number of copies will be rejected.
- 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
- 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
- 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
- 1.3.5. Responses to this RFP may require that potential Vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the Vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the Vendor.
- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of the Oneida County Emergency Services (Emergency Services) may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the

possession of the Emergency Services may be withdrawn by the Vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Oneida County Purchasing Director.

1.5. Award and Contract Information

- 1.5.1. The County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be considered in evaluating responses to this RFP.
- 1.5.2. The Vendor agrees that should its firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 1.5.4. The County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County.
- 1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

REQUEST FOR PROPOSAL

TITLE: Emergency Services E911 Call Screening and Diversion
NUMBER: RFP#2022-318

CLOSING DATE AND TIME: June 28, 2022, 4:00 P.M.

DELIVER TO: Oneida County Emergency Services

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. ___ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combatting-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law,

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____

Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

REQUEST FOR PROPOSAL

TITLE: Emergency Services E911 Call Screening and Diversion

NUMBER: RFP#2022-318

2. PROPOSAL SUBMITTAL

2.1. Original Proposal • The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the submission deadline. All proposals shall be marked Oneida County, Emergency Services E911 Call Screening and Diversion, RFP#2022-318. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

2.2. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

2.2.1. Cover Page:

- 2.2.1.1. Full proposal name and number.
- 2.2.1.2. Submission date and time.
- 2.2.1.3. Prime Vendor name (Oneida County/Vendor who is responsible).

2.2.2. Table of Contents:

- 2.2.2.1. All items listed in Proposal Format in the sequence listed.

2.2.3. Executive Summary:

- 2.2.3.1. Summarize understanding of the scope of the RFP (project).
- 2.2.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
- 2.2.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
- 2.2.3.4. State exceptions and omissions to stated requirements.
- 2.2.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
- 2.2.3.6. Summarize all resources, assumed or expected, to be provided by the County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.

2.2.4. Compliance Statement:

- 2.2.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.

2.2.5. Project Coordination and Scheduling

- 2.2.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

2.2.6. Vendor Responsibilities

2.2.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

2.2.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

3. QUESTIONS

3.1. During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized in Section 3 of the RFP. All proposals will remain sealed until after the submission deadline.

3.2. All questions regarding the RFP must be submitted in writing to:

**Edward Stevens, Director Oneida County Emergency Services
120 Base Road
Oriskany, NY 13424**

3.3. Questions may also be directed by email to estevens@ocgov.net. All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

4. REIMBURSEMENT/GIFTS

4.1. Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

4.2. Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

5. GENERAL PROVISIONS

5.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Vendor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

5.2. Insurance

5.2.1. Liability Insurance

Vendor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

5.2.2. Vendor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add the County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of the County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to the County, as primary to, and not seek contribution from, any other insurance available to the County by any other insurance contract naming the County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give the County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to the Oneida County's Law Department, 800 Park Avenue, 10th Floor, Utica, NY 13501. Each insurance contract shall be approved and accepted by the County.

5.2.3. Vendor shall obtain these insurance contracts:

5.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability/errors and omissions insurance contract required by this agreement, in a minimum amount of \$5 million, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.4. Professional Liability insurance contract shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

5.2.3.5. Vendor shall deliver to the Oneida County Law Department, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Vendor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of the County, Vendor shall deliver to Oneida County's Law Department a copy of any insurance contract required by this agreement.

5.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

5.2.4.1. This agreement shall be void and of no effect unless Vendor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep

insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law:

5.2.4.2. Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor's delivering to Oneida County's Law Department that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

5.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.5. **Waiver of Subrogation:** Vendor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

5.3. Assignment Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise

disposing of this agreement, or Vendor's right, title, or interest in this agreement, or Vendor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

- 5.4. Independent Contractor Vendor is an independent contractor. Neither Vendor, nor Vendor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.
- 5.5. Conflict of Interest At the time Vendor submits a response, or if no response is submitted, prior to performing any services under this agreement, Vendor shall affirm to County's Law Department, that Vendor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County and shall further affirm that in rendering services to the County no persons having any such interest shall be employed by Vendor. Vendor assumes full responsibility for knowing whether Vendor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Vendor shall disclose immediately to the County every known or apparent conflict of interest and every ostensible or potential conflict of interest of Vendor, Vendor's officers, Vendor's employees, Vendor's agents, and Vendor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Vendor's failure to comply with these provisions affords the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Vendor shall suspend all work and services, and the County's payments to Vendor shall be suspended pending final approval by the County or the County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Vendor, and Vendor shall disclose the same. Vendor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Vendor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this agreement pertains. If applicable, Vendor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Vendor's officers, Vendor's employees, Vendor's agents, or Vendor's servants shall be deemed a conflict of interest of Vendor, giving rise to the duty to disclose.

Vendor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

- 5.6. Account Representative Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.
- 5.7. Responsiveness Vendor is expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.
- 5.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the Vendor for 180 days from the last date to submit the proposal.

written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.

- 5.10. Beginning Work The Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.
- 5.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that the County will provide space, people, materials and other resources, etc.
- 5.12. Contract The contract between the County and the Vendor shall include:
 - 5.12.1 The Standard Oneida County Contract Clauses, a copy of which is available upon request.
- 5.13 Extensions and Amendment Contract will be for one (1) year. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 5.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months.
- 5.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 5.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by Vendor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 5.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential Vendor to declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.
- 5.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 5.19 Funding The County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.

5.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction. The County does not agree to arbitration.

5.21 Preparation of Proposal

5.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.

5.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.

5.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

6. SCOPE OF SERVICE

6.1 Introduction

6.1.1. Oneida County Emergency Services (OCES) is requesting proposals for low acuity call screening/diversion from a 911 call center and diverting specific calls for which it is determined that an ambulance service is not needed. OCES is looking for a solution to the long ambulance wait times in hospitals. The solution must evaluate the patients' current condition and provide time-appropriate resource allocation to meet the healthcare needs per CDC guidelines. The solution will be customizable, turnkey, and as an option integrate with our current Central Square (formerly TriTech) Dispatch NOW Computer Aided Dispatch and Priority Dispatch Medical software. It will be an all-inclusive diversionary system that provides IT, CAD and EMD protocol integration. The goal is to conserve ambulance resources for emergency calls requiring transport to a hospital, and provide more appropriate level care for citizens served by the OCES 911 call center.

6.2 Respondent's Capabilities/Telehealth services

6.2.1 Please provide information from the Respondent about your use of telehealth medical care settings to facilitate the care of individuals at risk.

6.2.1.1. Describe the process and types of professionals (e.g., psychiatrists, addiction medicine physicians, psychologists, social workers, nurse practitioners, mental health and/or substance use disorder counselors, etc.) who provided consultations in the past.

6.2.1.2. Describe the clinical scope of your service in determining risk for suicide, alcohol use disorder, and opioid use disorder, and associated workflows (e.g., assessment, diagnosis, brief interventions such as safety planning, referral) of the consultation. If patients/customers are followed by your telehealth service after their ED visit, describe how this is done, and for how long.

6.2.1.3. Describe whether your consultation service has working/active referral relationships with local community-based outpatient mental health and/or substance use disorder treatment specialty clinicians or office-based.

6.2.1.4. If your telehealth service provides community crisis services, and/or works with local crisis services, describe if your efforts also work to divert patients/customers from the ED in the future.

6.2.2. Describe the nature of the consultation, such as provider-to-provider consultation; and/or direct contact between the consultant and the patient/customer. Information on the types of practices delivered by telehealth consultation, such as screening, evaluation, triage, intervention, disposition.

6.2.3. Include information on whether the telehealth consultation service has been evaluated, and,

if so, what outcomes (e.g., repeat ED visits; hospitalization; other health care utilization; deaths) were examined, and over what period of time.

6.2.4. Describe your process that would encourage 9-1-1 callers to access your providers/network for law acuity or behavioral calls by method(s) outside of 9-1-1 system.

6.2.5. Describe practices related to accreditation (e.g., Joint Commission) when using telehealth health consultation (e.g., practices recoded appropriately; privacy risks minimized; and credentialing, privileging, and verifying qualifications), and how those were addressed.

6.2.6. Describe standards applicable to the telehealth industry, and how you assure compliance.

6.2.7. Please provide information on the types of technologies used for telehealth consultation (e.g., close circuit video; telephone; app-based; asynchronous consultations, etc.).

6.2.7.1. Within the work flow, what decision-making process guides when, and for which patient/customer (e.g., age groups or health disparity populations, socioeconomic status, geographic location, languages and interpreter services for those with low fluency in English) telehealth consultation is sought for suicide risk and overdose risk.

6.2.7.2. Describe any efforts to insure cultural sensitivity and linguistic needs.

6.2.8. Describe staffing model and contingencies that would be used to assure 24 hour a day coverage.

6.2.9. Describe your expectations of the OCES protocols and behavior.

6.2.10. Describe triage protocols, triggers, and the conceptual internal processes to reroute at-risk patients back into the 9-1-1 system for emergency dispatch as appropriate.

6.2.11. Describe process for recognition and review of sentinel events, unexpected outcome, or violations of safety. Describe after-event mitigation practices.

6.3 Description of Technical Design

6.3.1.1 The Respondent should provide information about overall system design including, as applicable the following:

6.3.1.2 Hardware Requirements and Specifications

6.3.1.3 Operating system/software environment

6.3.1.4 Physical security features

6.3.1.5 Detailed network requirements and protocols

6.3.1.6 Data Security protocols

6.3.1.7 Database environment and storage

6.3.1.8 Description of the user interface, including browser-based screens for all functions of the system

6.3.1.9 Description of the installation process

6.3.1.10 Description of application security and auditing features

6.3.1.11 Detailed interface requirements

6.3.2. Describe and demonstrate all relevant technologies to its services, including whether all technologies can be congruent/compatible with the OCES 911 telephone computer, radio, or other communication/information devices, including redundancy technologies and practices for continuity of services, data storage, and information retrieval.

6.3.3. Demonstrate services and technologies that supply remote electronic audio/visual services for the purposes of facilitating conversations between patient, the Respondent's medical provider(s), and OCES. Include description of limitations of devices and technologies.

6.3.4. Describe data storage, security, retrieval, and retention practices

6.4. Training/ Anticipated Learning Curve

6.4.1. What types of training are established for the above-mentioned services?

6.4.2. How many end users have you trained in previous implementations? Provide details.

6.4.3. Describe the initial and ongoing training of OCES staff. Include hours and frequency.

6.4.4. What is your anticipated learning curve for the various user groups at the OCES?
(Administrators, Supervisors, Front Line Users, Training department)

6.4.5. How successful has your firm been with training to the various types of user groups referenced above?

6.4.6. Existing service and product literature and prepared marketing materials may be included; however, this information is less useful than a more detailed user and technical document. Please include information on the following, where applicable:

6.4.6.1. Types of education available

6.4.6.2. Electronic Mail communications

6.4.6.3. Telephonic communication options available.

6.4.6.4. Language translation

6.5. Description of System Functionality

6.5.1. Documentation should be provided that is descriptive of the functions supported by the system.

6.5.2. Describe any third-party alliances, relationships, or dependencies.

6.6. Consulting Services

6.6.1. Describe your recommended engagement/scope of work to implement your telehealth services and software/hardware at the OCES 911 call center.

6.6.2. Have you provided consulting services with another governmental agency? If so, please provide reference and scope of work information in detail.

6.6.3. Describe your process for onboarding providers/provider groups. How would you outsource your services to, and onboard local providers/provider groups?

6.6.4. Describe how you assure that all individuals acting as agents or subcontractors, services, and technologies are HIPAA compliant.

6.7. Description of Service, Product support and Maintenance

6.7.1. Comment on the following where applicable:

6.7.1.1. Manuals

6.7.1.2. Provide existing EMD or triage protocols

6.7.1.3. Onsite and Offsite training

6.7.1.4. Helpdesk Operations

6.7.1.5. Frequency and acquisition of upgrades

6.7.1.6. User feedback procedures

6.7.1.7. 24/7 and 365 support procedures

6.7.1.8. Describe methodology to collect and meaningfully interpret data as it pertains to health outcomes, patient and community risk reduction.

6.8. Implementation

6.8.1. Please provide the benchmark timeline for rollout and explain any deviations and/or adjustments.

6.8.2. Please explain your implementation methodology.

6.9. References

- 6.9.1. List the names of any public agencies of a similar size to Oneida County where you implemented your system/hardware.
- 6.9.2. The vendor should at least list the previous projects achieved, providing the following:
 - 6.9.1.1. Name of client, including contact information.
 - 6.9.1.2. Indicate if the client is a public agency
 - 6.9.1.3. The size of the agency.
 - 6.9.1.4. The size of the support fleet.
 - 6.9.1.5. The current business intelligence functionality being used.
 - 6.9.1.6. Contract duration

6.10. Detailed Cost Model Introduction

- 6.10.1. Please provide the lump sum annual cost for all services included within the proposal
 - 6.10.1.1. Include annual costs for possible renewal years 2 and 3
- 6.10.2. If third party integration is required, what are the estimated costs involved?
- 6.10.3. What is your licensing model and pricing structure?
- 6.10.4. Optional Costs associated with integrating with Central Square (formerly TriTech) Dispatch NOW Computer Aided Dispatch Software and Priority Dispatch Medical Software for cold hand off of callers.
- 6.10.5. Please list any costs not included in the proposal
- 6.10.6. Please list costs for any additional services that can be provided.

7. EVALUATION METHODOLOGY

7.1. The County reserves the right to award this contract in part or as a whole to qualified Vendor or Vendors. Award will be selected based on evaluation of which Vendor is most responsive and responsible, and not solely on the basis of prices.

7.2. Criteria to be evaluated by the County and will include the following:

- Compliance with the RFP format requirements**
- Experience**
- Future Contract Costs and Risks**
- Company Statistics**
- Responsiveness to the items in Section 7, Scope of Work**
- References**
- Price**
- Oral Presentations**
- Credibility of Vendor**



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
ACCESS2CARE
6363 S. FIDDLERS GREEN CIRCLE STE. 1400
GREENWOOD VILLAGE, CO 80111
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured
1c. Federal Employer Identification Number of Insured or Social Security Number
010876348

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

3a. Name of Insurance Carrier
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
3b. Policy Number of Entity Listed in Box 1a
LNY713911
3c. Policy effective period
01-01-2023 to 12-31-2023

4. Policy provides the following benefits:
[X] A. Both disability and Paid Family Leave benefits.
[] B. Disability benefits only.
[] C. Paid Family Leave benefits only.

5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed 05-16-2023 By Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 553-8074 Name and Title: ELIZABETH TELLO - ASSISTANT DIRECTOR, STATUTORY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Innovative Practices, LLC 6363 S Fiddlers Green Circle 14th Floor Greenwood Village CO 80111 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyd's Syndicate No. 1729		AA1120157
	INSURER B: ACE American Insurance Company		22667
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: Indemnity Insurance Co of North America		43575
	INSURER E: ACE Property & Casualty Insurance Co.		20699
INSURER F: Great American Security Ins Co		31135	

COVERAGES **CERTIFICATE NUMBER:** 570099436188 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, LIMITS AND EXCLUSIONS SET FORTH IN THE POLICY CONTRACTS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG72962722 SIR applies per policy terms & conditions	03/31/2023	03/31/2024	EACH OCCURRENCE	\$2,750,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,750,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,750,000
							SIR	\$250,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25578193	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
F	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			EXC4901832	03/31/2023	03/31/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WLR0317370 AOS WLR0317333 CA, MA	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B			N/A		03/31/2023	03/31/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O - Professional Liability Excess			CSHL2301663 Claims Made- Lead Carrier SIR applies per policy terms & conditions	03/31/2023	03/31/2024	Per Claim Aggregate SIR	\$15,000,000 \$15,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Oneida County Director of Emergency Services 120 Base Road Oriskany NY 13424 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Insurance Managers (USA), Inc.</i>

Holder Identifier :

570099436188

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Innovative Practices, LLC	
POLICY NUMBER See Certificate Number: 570099436188			
CARRIER See Certificate Number: 570099436188	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		SCFC70317412 WI	03/31/2023	03/31/2024	
B		N/A		WCUC7031745A OH SIR applies per policy terms & conditions	03/31/2023	03/31/2024	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Innovative Practices, LLC 6363 S Fiddlers Green Circle 14th Floor Greenwood Village CO 80111 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyd's Syndicate No. 1729		AA1120157
	INSURER B: ACE American Insurance Company		22667
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: Indemnity Insurance Co of North America		43575
	INSURER E: ACE Property & Casualty Insurance Co.		20699
INSURER F: Great American Security Ins Co		31135	

COVERAGES **CERTIFICATE NUMBER:** 570099436188 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG72962722 SIR applies per policy terms & conditions	03/31/2023	03/31/2024	EACH OCCURRENCE	\$2,750,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,750,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,750,000
							SIR	\$250,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25578193	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
F	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			EXC4901832	03/31/2023	03/31/2024	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/>			WLRC70317370 AOS	03/31/2023	03/31/2024	X PER STATUTE	OTHER
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WLRC70317333 CA, MA	03/31/2023	03/31/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O - Professional Liability Excess			CSHLC2301663 Claims Made- Lead Carrier SIR applies per policy terms & conditions	03/31/2023	03/31/2024	Per Claim	\$15,000,000
							Aggregate	\$15,000,000
							SIR	\$10,000,000

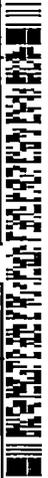
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Oneida County Director of Emergency Services 120 Base Road Oriskany NY 13424 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Insurance Managers (USA), Inc.</i>

Holder Identifier :

570099436188

Certificate No :





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Innovative Practices, LLC	
POLICY NUMBER See Certificate Number: 570099436188			
CARRIER See Certificate Number: 570099436188	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		SCFC70317412 WI	03/31/2023	03/31/2024	
B		N/A		WCUC7031745A OH SIR applies per policy terms & conditions	03/31/2023	03/31/2024	