

ELMORE COUNTY

EMERGENCY AMBULANCE SERVICES REQUEST FOR PROPOSAL

1. OVERVIEW –

1.1. Request for Proposal (RFP)

- 1.1.1. Elmore County (hereinafter "County") hereby solicits proposals (hereinafter, at times, "bids") from experienced and qualified business organizations (hereinafter, "Organization" and/or "Contractor" and/or "Proposer" and/or "Provider" and/or "Bidder") who are currently providing Advanced Life Support responses to provide emergency ambulance service to an exclusive ambulance zone in the area known as The Elmore County Ambulance Service Area. Said area includes all unincorporated areas of Elmore County as well as the municipalities of Coosada, Elmore, Deatsville, Tallassee, and Wetumpka, Elmore County is a county of 628 square miles with an estimated population of 81,667 in 2017.
- 1.1.2. It is expressly acknowledged by all persons and entities interested in this RFP, bid and subsequent contract, including but not limited to, the Elmore County Commission, the Elmore County Emergency Medical Services Board, the City of Wetumpka, the City of Tallassee, the Town of Elmore, the Town of Coosada, the Town of Deatsville and the successful Bidder that any City or Town may opt out of this agreement or any renewal at any time by giving to the successful Bidder a letter of intent to opt out at least thirty (30) days before the effective date of the opt out. Any such City or Town shall not be required to show that the successful Bidder breached their obligations but may choose to opt out based on its sole, unfettered discretion.
- 1.1.3. The eventual procurement will establish a contract for ambulance services including, but not limited to emergency and non-emergency ambulance calls received at Elmore County PSAPs for the proposed Ambulance Service Area. Notification services will be provided by Local Dispatch Offices. Calls for EMS Transport Service Area received at Local Dispatch Offices will be transferred to Provider. All parties will encourage the public to utilize 9-1-1 for all emergency assistance requests.
- 1.1.4. Proposers must meet all credentialing requirements and service requirements as listed in this RFP to be deemed a responsible Bidder. Each proposal will undergo significant scrutiny in these areas prior to processing the application for full consideration. The Proposers prior quality of service and integrity may also be considered in any determination.
- 1.1.5 The initial contract period will be for two (2) years and may be extended by mutual agreement for up to one additional (1) year period on a year to year basis. Superior performance may be rewarded by/with an extension or extensions. A lack of compliance with minimal standards will result in financial penalties (as hereinafter described) as well as possible termination of existing contract. This is a performance-based contract agreement.

1.2. Cavalier Bidding

1.2.1. One of the greatest threats to a successful procurement process is the “cavalier bid” - a bid that contains an unrealistic commitment. When this occurs, qualified Bidders that have submitted realistic proposals that meet requirements are passed over in favor of a cavalier bid that is more attractive. The bid specifications herein are designed to discourage cavalier bidding by Providers that misunderstand the requirements, are inexperienced or overestimate their ability.

1.3. Rights of the Elmore County EMS Board in request for proposal process.

1.3.1. EMS Board reserves the right to rank firms and negotiate with the highest-ranking firm.

1.3.2. Negotiation with an individual Proposer does not require negotiation with others.

1.3.3. EMS Board reserves the right to select the proposal that it believes to be in the best interest of the Citizens served in the Elmore County Ambulance Service Area.

1.3.4. EMS Board reserves the right to reject any or all Proposals.

1.3.5. EMS Board reserves the right to cancel the entire Request for Proposal at any time.

1.3.6. EMS Board reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.

1.3.7. EMS Board reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

1.4. RFP and Other Fees

1.4.1. This RFP requires no fees. Neither the EMS Board, Elmore County, nor any of the individual cities or towns shall pay a fee to the successful Bidder.

1.5. Timetable

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| 1.5.1. Proposal description document available | 1-22-2019 |
| 1.5.2. Proposer's Letter of Intent Due..... | 2-5-2019 |
| 1.5.3. Proposals Due and opened | 2-22-2019 |
| 1.5.4. Evaluation and Ranking of Credentials/Proposals | 2-26-2019 |
| 1.5.5. Announcement of Standing & Recommendations to the County Commission | 2-26-2019 |
| 1.5.6. Tentative Award by County Commission | 3-11-2019 |
| 1.5.7. Negotiation of Contract | 3-12-2019 |
| 1.5.8. Approval of Contract to take effect 5-19-2019 | 4-25-2019 |
| 1.5.9. Implementation..... | 5-19-2019 |

2. DEFINITIONS –

- 2.1. “24x7x365” - 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
- 2.2. ”911” or “Elmore Country 911” - The Elmore Country Emergency Communications District.
- 2.3. "Advanced Life Support" or "ALS" - special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel utilizing approved prehospital treatment protocols or standing orders as part of the EMS System at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital.
- 2.4. “Advanced Life Support (ALS) Ambulance - an ambulance staffed by at least two individuals, one of whom must be certified at or above the level of EMT Basic and one of whom must be certified at or above the level of EMT Paramedic.
- 2.5. “Agency Head” - the EMS Chief, Fire Chief, Police Chief, Operations Manager, or Sheriff.
- 2.6. “Alabama State Board of Health” or “ASBOH” - the state agency with rule making authority for medical matters in the State of Alabama.
- 2.7. “Alabama Department of Public Health Office of Emergency Medical Service and Trauma” or “OEMS&T” - the compliance agency for the ASBOH.
- 2.8. "ALS Ground Transport Ambulance" - an ambulance equipped or arranged and staffed for the purpose of providing ALS care ASBOH rules.
- 2.9. "Ambulance" - any motor vehicle that meets the standards defined by ASBOH, which is specifically constructed, modified or equipped, or arranged, used, licensed, or operated for the purpose of transporting sick, injured, convalescent, in-firmed, or otherwise incapacitated persons in need of medical care.
- 2.10. "Arrival on Scene Time” - the time when an ALS Ground Transport Ambulance arrives at the staging location or incident scene as relayed by the caller.
- 2.11. “Basic Life Support” or “BLS” - means those medical services that may be provided within the scope of practice of a person certified as an EMT Basic.
- 2.12. "County" - Elmore County, and/or the Elmore County Commission as applicable.
- 2.13. "EMS Board" - the County Board having primary responsibility for the administration of EMS contract within the county.
- 2.14. "Emergency Medical Dispatch Center” - an emergency medical dispatch center that has been approved by Provider for dispatching Ambulances.

- 2.15. "Emergency Medical Dispatch System" - a system that enhances services provided by emergency medical dispatchers by allowing the call taker to quickly narrow down the caller's type of medical or trauma situation using nationally standardized medical triage, to better dispatch emergency services and provide quality instruction to the caller before help arrives.
- 2.16. "Emergency Medical Services" or "EMS" - the services delivered through the EMS System in response to a medical emergency.
- 2.17. "Emergency Operations Center" or "EOC" - any municipal, county, state, or federal formally established control facility for an incident(s) affecting the coverage area from which emergency operations are directed and coordinated.
- 2.18. "EMT- Advanced" or "AEMT" - an Alabama licensed emergency medical technician with additional training in limited advanced life support pursuant to ASBOH rules.
- 2.19. "EMT Basic" or "EMT-B" - a person certified to render BLS medical care pursuant to ASBOH rules.
- 2.20. "EMT-Paramedic" or "EMT-P" - a person licensed and accredited to render ALS medical care pursuant to ASBOH rules.
- 2.21. "Local Dispatch Office" - any center designated as a PSAP (Public Safety Answering Point) by Elmore County 911.
- 2.22. "Medical Director" – a physician with experience in emergency medical services systems who provides medical oversight to the contractor in accordance with Alabama EMS Rules.
- 2.23. "MCI" – Mass Casualty Incident and/or Multiple Casualty Incident and/or multiple-casualty situation. Any incident in which emergency medical services resources, such as personnel and equipment, are overwhelmed by the number and/or severity of injuries or casualties. A formal declaration of an MCI is usually made by the Authority Having Jurisdiction (AHJ) of the incident.
- 2.24. "MPDS" or Medical Priority Dispatch System, sometimes referred to as the Advanced Medical Priority Dispatch System (AMPDS). A unified system used to dispatch appropriate aid to medical emergencies including systematized caller interrogation and pre-arrival instructions.
- 2.25. "On Scene Time" - the time a unit arrives at the location requested or dispatched to.
- 2.26. "Performance Report" - a report to be generated by Provider on an annual or monthly basis that details Provider's activities performed pursuant to standards by any Contract developed or requests from the EMS Board and presents the performance metrics and compliance elements stipulated under such.
- 2.27. "PSAP" or "Public Safety Answering Point" - a call center responsible for answering calls to an emergency telephone number (911) for police, firefighting, and ambulance services.
- 2.28. "Response Time" - the interval, in exact minutes and seconds, between the Time Call Received and either the Arrival on Scene Time, or the time of cancellation by an Emergency Medical Dispatch Center.

- 2.29. "Response Time Standards" - the maximum amount of time allowed for Provider's Response Time to a location within an applicable Fire District as described in section 9.
- 2.30. "Service Area" - The service area within which Provider agrees to provide the services contemplated in this RFP.
- 2.31. "Service Medical Director" - the physician designated by the Provider to serve as the medical director of the Provider.
- 2.32. "Standard of Care" - the federal, state, and local laws, policies, rules, regulations and protocols required of Provider which establish standards governing all clinical and operational aspects of its services to be rendered herein.
- 2.33. "System Status Plan" - Verifying documentation that any and all specific ambulances to be utilized in the performance of any contract pursuant to this RFP are equipped and staffed to operate in accordance with the requisite Standard of Care.

3. BIDDING –

The contract awarded pursuant to this RFP shall be made by free and open competitive bidding, on sealed bids, to the lowest responsible Bidder. Any and all submitted proposals shall be construed as official bids. All bids and the item in 16.6 below shall be delivered to:

The Elmore County EMS Board
c/o Elmore County EMA
8917 US Highway 231
Wetumpka, Alabama 36092

via U.S. Mail (with USPS delivery confirmation), UPS, FED EX or other common carrier or hand delivered to Keith Barnett at the said address by no later than 4:00 p.m. on February 22, 2019. Additionally, all bids shall be digitally submitted to KBarnett@elmoreco.org by no later than the said date and time. Bids shall be opened by the EMS Board immediately following the bid deadline in the Kenneth E. Jones Conference Room located at the Elmore County EMA building located at 8917 US Highway 231; Wetumpka, Alabama 36092.

4. TERM OF CONTRACT / RENEWAL PROVISIONS -

- 4.1. Unless initiated earlier by mutual agreement, the contract ultimately awarded shall commence at 12:01 a.m., 5-19-2019 and terminate at midnight 5-19-2021, unless extended, as provided for herein.
- 4.2. Any decision regarding possible renewal of the contract ultimately awarded or any extension thereof shall be made at least 6 months prior to the scheduled termination date. If no extension is approved, a new proposal process may be conducted on a schedule that will identify the new Contractor at least six (6) months prior to the scheduled termination date.
- 4.3. The purpose of the requirement described in 4.2 above is to allow reasonable time for both outgoing and incoming Contractors to plan and execute an orderly transition, to allow Elmore County and its new Contractor to revise advertising, and to allow time for negotiation of a new service contract.

- 4.4. Unforeseeable factors may affect the future operation of the contract. The factors may include health-care reform, ambulance-cost factor (i.e. transportation costs) and other elements of the economy which may substantially affect franchise operations. The RFP describes documentation and request methodologies to allow for consideration of such issues to reflect the potential changing cost or revenue climate of this contract.
- 4.5. **Response Data** - In 2018, there were 2,122 emergency calls for EMS service in the Urban Zone and 1,969 emergency calls for EMS service in the Rural Zone for a total of 4,091 emergency calls for EMS service within the Ambulance Service Area within Elmore County.
- 4.6. **Pre-Qualification of Bidders and Credentialing** -
 - 4.6.1. Minimum qualifications of prospective Bidders are required. Credentials will be evaluated using the Proposer's analogous track record in the system(s) the Organization services (the credentialing process is designed to gain an understanding of the organization's existing clinical capabilities and business practices). The Proposers shall submit documentation that describes the Organization's analogous track record in these nine (9) key areas:
 - 4.6.1.1. Clinical performance
 - 4.6.1.2. Response-time performance
 - 4.6.1.3. Emphasis on customer service
 - 4.6.1.4. Financial strength
 - 4.6.1.5. Dispatch center operations
 - 4.6.1.6. Accounts receivable management
 - 4.6.1.7. Effective risk management
 - 4.6.1.8. Qualifications of key personnel
 - 4.6.1.9. Management bench strength
- 4.7. **Minimum Requirements for Review** - All proposals will initially be screened by the Elmore County Emergency Medical Services Board ("EMS Board"), Proposals that are not complete and do not meet the RFP requirements will be considered non-responsive and will not be further considered, The Proposer who meets the requirements, is not a cavalier Bidder, and who submits the highest ranked proposal will be recommended to the Elmore County Commission by the EMS Board. The Elmore County Commission will either select a Proposer or reject all proposals. A service contract will be offered to the selected Proposer.
- 4.8. **EMS Experience** - Proposal must include a history of the operation of the Proposer and a listing of all corporate directors or, if an LLC or partnership, a listing of all members or partners. The history disclosed in any proposal shall include financial data for the past two (2) years (including but not limited to financial statements and federal tax returns) or a report from a Certified Public Accountant licensed in Alabama, as to its current financial solvency and ability to continue providing

services in accordance with specifications contained herein. Provider's Chief Operating Officer or Chief Financial Officer shall certify as true and correct financial information as of the date thereof. Provider will also provide a listing of all complaints from the past three (3) years and the disposition of those complaints. Additionally, Provider shall disclose any and all lawsuits in which Provider has been a party during the last five (5) years and/or is currently a party, as well as any and all judgments resulting from any judicial proceeding in which Provider was a party.

4.9. **Exceptions** - Contractor is advised that if it wishes to take exception to any of the terms contained in this RFP it must identify the term and exception in its response to RFP. Failure to do so may lead the EMS Board to declare any such term non-negotiable. Contractors that take exception to a non-negotiable term will not automatically be disqualified from consideration.

4.10. **Subcontracting** -

4.10.1. Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written consent of the Elmore County EMS Board.

4.11. **Cost, Revenue and Charge Review** -

4.11.1. A portion of the selection process may be based on cost, revenue, and charge consideration.

4.11.2. The ultimate objective of the review process is to determine the Provider who will provide the best EMS service and who is the best able to sustain the service over the life of the contract. Patient charges are a major component of establishing and maintaining a stable and long-term ambulance contract. Charges that are below the Medicare "prevailing" charges will be carefully scrutinized, Costs to the patients, as represented by patient charges, however, will remain a consideration within this framework.

4.12. Proposers must include listing of all proposed charges for services. Charges for services as agreed to in the contract may be reviewed annually by the EMS Board. Recommendations for changes to the proposed charges for services may be considered by the EMS Board. The contract shall allow for automatic rate increases based on Medicare allowable increases and Health/ Medical Index increases. If the Proposer wishes automatic increases based on any other index, such must be proposed in detailed fashion.

4.13. **Indemnification/Hold Harmless** - Contractor shall indemnify, defend, save and hold harmless in writing the Elmore County EMS Board, The Elmore County Commission, Elmore County, and any municipality participating in this contract, their officers, agents, and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by contractor, its subcontractors, suppliers, agents, or employees or due to any intentional or negligent act or occurrence or any omission or commission of contractor, its subcontractors, suppliers, agents or employees. If awarded, contractor shall supply certificate of insurance naming Elmore County EMS Board and Elmore County and any participating municipality as additional insureds.

4.14. **Performance Guarantee -**

4.14.1. Contractor shall describe what performance security measures it will implement to minimize the potential for failure and sustain uninterrupted service in the event of failure. There must be security measures in place to provide adequate financial and operating resources in the event of contractor failure. At a minimum, any applying organization shall submit the following:

4.14.2. **Proposal Bid Bond** - All proposals shall be accompanied by a bid bond in the amount of \$5,000.00 made payable to the Elmore County Commission. The bid bond will be returned to any unsuccessful Proposer by the Elmore County EMS Board and Elmore County Commission within ten (10) business days after the award of the contract unless, upon investigation of credentials and proposals, it is determined that the Proposer has misrepresented itself or provided false or inaccurate information in the qualification or request for proposal response. The successful Proposer's bond will be returned upon the signing of the contract. No interest shall be paid on these proposal deposits.

4.14.3. **Performance Bond** - Organization shall secure a performance bond that will be paid to Elmore County Commission upon declaration of default or major breach. The successful Proposer(s) must supply a performance bond in the amount of \$250,000.00, The Elmore County EMS Board reserves the right to reduce bonding requirements. The said performance bond is required prior to the execution of the contract, not at the time of the bid. Upon receipt, the Proposal Bid Bond is subject to be forfeited if the successful Proposer fails to execute the written contract and furnish the required Performance Bond or to satisfy any other conditions present, within a reasonable time as determined by the Elmore County EMS Board.

4.15. **Contract Compliance** - The contract awarded as a result of this RFP shall be monitored by the EMS Board with input from the County, the Elmore County 911 Board, the participating municipalities, and other first response organizations. The EMS Board or assigned subcommittee(s) of such will meet at times deemed to be appropriate by the EMS Board concerning the response times and other performance parameters of the Contractor. The Contractor will be required to have their chief operating officer, or the appropriate related position, attend the meetings which the EMS Board may require Contractor to attend. The Contractor shall provide at the request of the EMS Board any and all current financial information related to the contract.

4.16. **Dispute Resolution** - Contractor shall describe how it handles complaints and grievances from patients/surrogates, buyers, customer and employees.

4.17. **Confidentiality** -

4.17.1. Elmore County is subject to statutes relating to public records. The RFP herein designates that the following RFP materials shall be

submitted in confidence, shall remain confidential, and are exempt from disclosure to the extent allowed by law:

- 4.17.1.1. Historical financial information of the proposing firm or entity; and,
 - 4.17.1.2. Material related to the background investigation of the firm conducted under the RFP process.
- 4.17.2. Any part of a page containing the above information shall be confidential unless the Board is ordered by a court of competent jurisdiction to disclose said information to a designated person or entity. Proposers who desire that additional information be treated as confidential must mark those pages as "confidential," cite a specific statutory basis for such designation, and the reasons why the public interest would be served by maintaining all such confidential.
- 4.17.3. All such requests will be evaluated by the EMS Board. Should a legal challenge occur regarding a specific Proposer's request for confidentiality it shall be the Proposer's responsibility to defend such challenges. The Elmore County EMS Board reserves the right to disclose part or all of the information determined not to meet the exemptions of appropriate statutes to determine additional information confidential on an individual submittal basis or, determine confidential additional categories of information applicable to all submittals.

5. AMBULANCE SERVICE AREA -

- 5.1. The Service Area shall include all unincorporated areas of Elmore County, Alabama as well as the municipal jurisdiction of Coosada, Elmore, Deatsville, Wetumpka, Tallassee (in Elmore County) and the Tallassee Fire District in Tallapoosa County, Alabama and any other municipalities or areas identified in the Elmore County Ambulance Service Compact Agreement, or any other incorporated municipalities located in Elmore County that are not named herein but should later elect to participate.
- 5.2. Exception to the Service Area – The exception areas of the county are the fire department jurisdictions of Millbrook and Eclectic.
- 5.3. Provider shall submit a System Status Plan demonstrating that all ambulances participating in this RFP will be equipped and staffed to operate in accordance with the system Standard of Care.
- 5.4. Provider shall station and maintain, at a minimum, the following ambulances for the Service Area;
 - 2 - ALS Ground Transport Ambulances in the Wetumpka Fire District
 - 1 - ALS Ground Transport Ambulance in the Elmore Fire District
 - 1 - ALS Ground Transport Ambulance in the Friendship Fire District
 - 1 - ALS Ground Transport Ambulance in the Tallassee Fire District

6. GENERAL SCOPE OF SERVICES -

- 6.1. Provider shall provide ambulance services in the County pursuant to all the terms and conditions contained or incorporated within a contract to be developed once contractor is selected. The ambulance services delivered under this Contract shall be provided in accordance with the requirements of the State of Alabama, and all regulations promulgated thereunder, as the same may be amended or superseded. In performing all services during the term of the contract the Provider shall be required to work cooperatively with the EMS Board.
- 6.2. EMS Board may impose penalties on Provider for instances in which Provider fails to adhere to the provisions of any contract between the parties thereto.
- 6.3. Provider shall be required to maintain a communications center for the system status management and dispatch of Ambulance Services. Provider's communications center shall utilize a radio and data communications approved by the EMS Board. Radio and data communications plans shall be required to contain provisions for redundancy to maintain Provider's operations in the event of primary communications systems failure due to any cause.
- 6.4. Under the general direction of EMS Board, Provider shall employ all resources necessary to continuously provide ALS Emergency Ambulance Services to the residents and visitors of the County 24x7x365 when requested by a Local Dispatch Officer or private caller with an emergency, in the Service Area.
- 6.5. County shall, except in areas excluded by non-participation in the Compact, utilize Provider exclusively for the provision of all ground ALS Emergency Ambulance Services and shall refer all emergency medical requests received at PSAPs and prehospital Emergency Ambulance Transports to Provider within the Service Area
- 6.6. Provider shall provide all necessary operational, clinical, and support service infrastructure within the County to perform the services required.
- 6.7. Provider shall be actively involved in planning for and responding to special responses in the County. Provider shall designate a qualified individual who will specified as the Provider's Disaster Coordinator and have primary responsibility for disaster preparedness and planning coordination. This individual shall be the primary point of contact between Provider and EOC during the performance of an emergency operations plan and for all disaster preparedness and planning coordination. Provider's Disaster Coordinator shall attend training courses, meetings, and drills as requested by EMS Board, and support the EOC to provide adequate ambulance resources are available during MCIs and disasters.

7. COMPLIANCE, INSURANCE AND SECURITIES -

- 7.1.1. **Compliance** - Provider's compliance shall be monitored by the EMS Board with input from the County, the Elmore County E-911 Board, the participating municipalities, and other first response organizations throughout Elmore County.
- 7.1.2. **Insurance** - Provider must maintain in full force and effect the following policies of insurance in standard form generally in use in Alabama, which

have been approved by the State of Alabama Department of Insurance, and with insurance companies having a Best Key rating of A+ and authorized to do business in Alabama:

- 7.1.2.1. Comprehensive Commercial General Liability Insurance in the amount of at least one million dollars (\$1,000,000) per person and an aggregate of two million (\$2,000,000) per occurrence, for personal and bodily injury, including death;
- 7.1.2.2. Comprehensive Property Damage Insurance coverage liability for damages to all property in the amount of at least one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate;
- 7.1.2.3. Casualty insurance coverage on the equipment, machinery or other personal property owned or used by Provider while providing services pursuant hereto;
- 7.1.2.4. Motor Vehicle Liability Insurance in the amount of at least one million dollars (\$1,000,000) per person and an aggregate of two million dollars (\$2,000,000) per occurrence, for personal and bodily injury, including death;
- 7.1.2.5. Professional Liability Insurance in the amount of at least one million dollars (\$1,000,000) per person and an aggregate of two million dollars (\$2,000,000) per occurrence, for personal and bodily injury, including death, to provide coverage for all claims of errors, omissions or other liability arising from the providing of medical services pursuant hereto;
- 7.1.2.6. Workmans' Compensation Insurance in its statutory limits or its equivalent which complies with the Workman's Compensation Laws of the State of Alabama for all employees, if such insurance is otherwise required by law;
- 7.1.2.7. "Umbrella" liability insurance of at least four million dollars (\$4,000,000);
- 7.1.2.8. In no event shall the deductible or self-retention amount under any of the liability insurance policies required herein exceed the sum of ten thousand dollars (\$10,000), nor shall any deductible or self-retention amount on any property or casualty policy exceed one thousand dollars (\$1,000).

8. QUALITY OF CARE / PROTOCOLS -

The following must be adhered to by Provider:

- 8.1. All ambulance units shall be staffed with at least one (1) EMT-Paramedic as defined in ASBOH Chapter 420-2-1 et seq.
- 8.2. [Medical Protocols for Ambulance Crews] Provider shall maintain compliance with Alabama State law to conform to and strictly follow the most current protocols established by the Alabama Department of Public Health Office of Emergency

Medical Services, or its successor. Provider shall also directly follow all direction of the Service Medical Director. Provider shall comply with all applicable laws and state and/or federally established protocols, and it shall be the responsibility of the Provider to be knowledgeable of such governing laws and protocols.

- 8.3. [Destination Hospital Protocol] Provider shall operate under protocols that require Provider to transport the patient to the most appropriate facility for stabilization and expedient treatment of the patient in life threatening incidents and in non-life-threatening incidents where patient expresses no hospital preference. Provider must also develop and utilize protocols as directed by the Service Medical Director to determine the most appropriate facility for the most expedient and appropriate patient care.
- 8.4. Provider shall comply with protocols and standards set forth by the ASBOH, or its successor, regarding maintenance of equipment and inventory carried on-board all ambulances.
- 8.5. [Standards for Drivers] Provider shall comply with all Alabama State laws governing the training and licensing of ambulance drivers. All ambulances shall be staffed with at least one (1) ambulance driver who has met the requisite knowledge in accordance with ASBOH, Administrative Code Standards.
- 8.6. Provider shall oversee medical services provided under this Contract. Prospective and on-line medical control of EMT and Paramedic personnel shall be according to the policies and procedures established by the Service Medical Director and the ASBOH.
- 8.7. Provider shall have and maintain a Quality Assurance Program to demonstrate a reasonable probability that Provider will deliver medical care meeting system standard of care and insure that the highest quality patient treatment and care are provided, and that the most efficient and effective medical care is rendered. Provider shall provide a current copy of its internal clinical Quality Assurance Program to Contractor.

9. STANDARD OF SERVICE -

- 9.1. Provider shall, at all times, be advised by a medical director (the "Service Medical Director") who will provide supervision, medical direction and oversight relative to the medical components of all emergency and other medical services provided by the Provider herein. Provider will be responsible for adhering to the Service Medical Director's policies and will participate in said director's periodic audit process. The Service Medical Director shall serve as the physician supervisor of record for all pre-hospital transport in the Service Area. The Service Medical Director shall at all times be and remain in compliance with Alabama State Board of Health, ASBOH Chapter 420-2-1 et seq. and all amendments or other laws associated therewith.
- 9.2. **Response Zones and Standards -**
 - 9.2.1. Provider shall be familiar with the geographic region and the applicable response-times. Response times shall be calculated from the moment Provider receives the location and the nature of the call, whether that information is received by voice or by automatic data transmission, to the time Provider

arrives on the scene with a fully equipped and staffed ALS Ground Transport Unit. All response times are to be measured in seconds, not whole minutes.

- 9.2.2. Provider must provide 24x7x365 coverage for all emergency calls for service within the Service Area.
- 9.2.3. The Provider shall guarantee response times as specified below. Each Fire District as prepared by Elmore County 911 and adopted by Elmore County Firefighters Association is a separate zone for the purposes of response time excess calculations. Required maximum response times allowed under this Contract for emergency calls for service through the 911 system are as follows:
 - 9.2.3.1. Urban (Wetumpka and Tallassee-within the corporate limits and Fire District) - 10 minutes and 59 seconds (Urban Maximum = 11 minutes).
 - 9.2.3.2. Rural (all non-urban areas) to-wit: Buyck (18 minutes), Coosada (15 minutes), Deatsville (18 minutes), Elmore (15 minutes), Emerald Mountain (18 minutes), Friendship (15 minutes), Holtville (15 minutes), Kowaliga (20 minutes), Lightwood (20 minutes), Real Island (25 minutes), Red Hill (20 minutes), Redland (15 minutes), Santuck (15 minutes), Seman (18 minutes), Titus (20 minutes), Windermere (25 minutes). All other rural areas not otherwise specifically identified in this paragraph shall have a maximum response time of 25 minutes. (Rural Maximum = 25 Minutes)
- 9.2.4. **Required maximum response times allowed under this Contract for non-emergency calls for service through the 911 system area as follows:**
 - 9.2.4.1. Urban = 20 minutes (Wetumpka and Tallassee - within the corporate limits and fire jurisdictions)
 - 9.2.4.2. Rural = 45 minutes – to include all regions of the Service Area not listed in this paragraph as “urban”.
- 9.2.5. **Response Time Calculation – Monthly Response Time Report -**
 - 9.2.5.1. On a monthly basis, EMS Board shall use Response Time data to calculate Ambulance Response Times to determine compliance with the Response Time Standards. At the end of each calendar month, a report should be provided to the EMS Board by the first Tuesday of the following month. This report will be used to measure Response Time compliance. Response Times will be measured for all responses within each Fire District in Provider’s Service Area. At a minimum, the report shall consist of: Time call received, arrival on scene time, and Fire District for each call used to determine response time average as well as average response time for each district.
 - 9.2.5.2. For all requests for service, the term "Time Call Received" means the earlier of: The time when a Provider’s Dispatch Center that directly dispatches the Ambulance receives adequate information to identify the location of the call and the priority level, and dispatches the call; or the time when a Provider’s Dispatch Center that directly dispatches the Ambulance receives adequate information to identify the location of

the call and assigns the appropriate unit.

9.2.5.3. For all requests for service, the term "Arrival on Scene Time" means the moment the first Ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the patient, and notifies the Provider's Dispatch Center that it is fully stopped; provided, that in situations where the Ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, non-secured scenes, gated communities or complexes or wilderness locations), the term "Arrival On Scene Time" means the time the Emergency Ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

9.3. **Equalization of Response Zones** - Provider and the EMS Board shall monitor the response times addressed herein. The official record of response times, etc., shall be the radio traffic transmitted on the radio frequency used by Provider and/or data or radio transmissions identifying the response times obtained from a Local Dispatch Office and/or Emergency Medical Dispatch Center.

9.4. **Staffing Requirements** -

9.4.1. **Driver** - Provider shall comply with all Alabama State laws governing the training and credentialing of ambulance drivers. All ambulances shall be staffed with at least one (1) ambulance driver who has met the requisite knowledge in accordance with ASBOH, Administrative Code Standards.

9.4.2. **Paramedic** - Provider shall respond to all emergency calls within the Service Area with a paramedic-level (EMT-P) ambulance and with at least one (1) paramedic-level EMT-P on each ambulance that is stationed in the Service Area.

9.4.3. **Field Supervisor** - Provider will be responsible for and shall provide an organized field supervisory system. Provider shall provide, at a minimum, one (1) field supervisor available in the Service Area 24x7x365 (this individual may be an active crew member). Said supervisor(s) shall, at a minimum, be trained to the level and hold the EMT-P certification in accordance with the ASBOH Administrative Code. The supervisor shall be directed solely to the Service Area and shall act as a liaison to the Local Dispatch Offices and other related public-safety agencies. Typical duties of field supervisors shall include, but not limited to, responding to the following:

9.4.3.1. Incidents requiring three or more ALS-unit responses;

9.4.3.2. multi-casualty or disaster incidents;

9.4.3.3. hazardous materials incidents involving patient care; and

9.4.3.4. life-threatening incidents in immediate areas of supervision at the time of dispatch.

9.4.3.5. Serves as liaison upon activation of Elmore County EOC.

9.4.4. **Dispatch -**

- 9.4.4.1. Local Dispatch Offices will handle dispatch services for initial calls and will notify Provider of calls for emergency medical services. Provider shall provide 24x7x365 dispatching for medical service calls.
- 9.4.4.2. Provider will establish an alternate means of communication between Provider and Local Dispatch offices in the event of communications failures and other unforeseen circumstances.
- 9.4.4.3. All dispatchers working for Provider shall be trained according to the most recent "Principles of Emergency Medical Dispatch" as published by the National Academy of Emergency Medical Dispatch. In addition, all dispatchers working for Provider shall be trained according to the "Public Safety Telecommunicator I" standard as published by the Association of Public-Safety Communications Officials.
- 9.4.4.4. The Medical Priority Dispatch System (MPDS) shall be used as the minimum standard of care for emergency medical dispatching. The Provider shall submit copies of priority dispatch protocols and pre-arrival instructions that have been approved by appropriate medical control authorities that will be utilized by Provider.

9.5. **Move up and Cover** - Provider agrees to respond in a "move up and cover" capacity, if directed by the local Dispatch Office for various situations, including, but not limited to MCI, floods, weather emergencies, etc.

10. OPERATIONS PERFORMANCE STANDARDS, DATA COLLECTION AND REPORTING -

10.1. Data Collection and Evaluation Requirements -

The Provider shall be required to complete all forms and data reports required by the County, State, and/or Federal government to include field assessment forms, and other standardized data.

10.2. **Penalties** - All penalties assessed under this Contract shall be paid to the Elmore County Commission within 30 days from the date of assessment, in whose sole discretion rests allocation and use of the penalty funds.

10.2.1. Emergency Call Penalty -

Provider shall not exceed five (5) emergency call referrals to another Ambulance Company within thirty (30) day period for a normal day-to-day call volume. A referral occurs when Provider receives an emergency call and Provider, for any reason, refers the call to an outside ambulance company to respond in the Provider's place. More than five (5) emergency call referrals by Provider to another ambulance company within any thirty (30) day period for normal day-to-day call volume will be deemed "excessive." In the event of excessive referrals, there will be a one thousand-dollar (\$1,000.00) penalty to Provider for any referral over the five (5) referral allowable limit. Provider shall submit a report to the EMS Board disclosing reason(s) for all emergency

call referrals. The report shall be submitted to the EMS Board at its monthly meeting.

10.2.2. Monthly Standard Penalty -

Provider is required to respond to at least eighty-eight percent (88%) of all emergency calls within a given month within the time periods specified under Response Zones and Standards. For those months that Provider fails this standard, Provider will review the response time plan to determine any causes for non-compliance and report such to the EMS Board. In addition, Contractor will assess for each violation a one-hundred dollar (\$100) financial penalty for each one percentage (1%) point less than eighty-eight (88%) will be assessed.

10.2.3. Response Time Penalty -

For every emergency call where the Provider fails to arrive within the maximum specified response time, the penalty will be twenty dollars (\$20) per excess minute (maximum penalty per call of two hundred fifty dollars (\$250)). Calls referred to another ambulance company will be included as part of the response-time requirements.

10.2.4. Staffing Penalty -

If Provider responds to an emergency call with an ambulance that is stationed in the Service Area and does not have at least (1) paramedic-level EMT-P on that ambulance, then the Contractor may impose a fine of five hundred dollars (\$500) per occurrence. However, this provision shall not apply if all the five (5) ambulances that are stationed in the Service Area are occupied by other emergency calls that originated in the Service Area.

10.2.5. Falsifying Records Penalty -

Penalties for willfully falsifying arrival times by Provider will be assessed by the Contractor at one thousand dollars (\$1,000) for each incident.

10.2.6. Ambulance Breakdowns -

If a unit breaks down on the way to a hospital with a patient on board, a fine of five hundred dollars (\$500) will be assessed against the Provider. The EMS Board, in considering the application of a fine for ambulance breakdown, will consider the vehicle maintenance records and may waive the fine based upon situations beyond the Provider's control.

10.3. Waiver of Penalties / Grievances -

10.3.1. The EMS Board reserves the right to grant waivers and/or individually exclude calls from the response-time, emergency call or monthly standard percentage calculation of penalties. However, any such waiver shall not be deemed to be permanent in nature and shall not preclude any subsequent penalty for any matter whatsoever.

10.3.2. Provider may request in writing that the EMS Board grant a waiver and/or exclude certain calls from reports as outlined in the above section. "Waiver Requests" should be included in Provider's Monthly Response Time Report.

Any waiver requests will include details of reason for each request.

10.3.3. Failure to meet the overall performance standards will be penalized as outlined. The response time of calls to areas that are inaccessible from the normal posting locations within the Service Area are appealable to the EMS Board.

10.3.4. The EMS Board reserves the right to waive response time penalties during the Initial Coverage Plan phase (first three (3) months of contract). Provider must specifically request such a waiver for consideration in their written proposal. No waiver request will be accepted for calls that exceed ten (10) minutes over the predetermined response time based on the service area.

10.4. Other Response Time Issues -

10.4.1. Where response-time areas are divided along the center line of a road, the shortest maximum response time shall apply to both sides of the road.

10.4.2. Provider will not be held responsible for response time performance on an emergency response outside the Service Area.

10.4.3. In addition to items required in Monthly Response Time Report Provider shall supply the EMS Board, at its monthly board meeting, with a written monthly report of transferred calls, and any complaints made against the Provider.

11. FLEET AND EQUIPMENT -

11.1. Provider shall comply with protocols and standards set forth by the ASBOH, or its successor, regarding maintenance of equipment and inventory carried on-board all ambulances.

11.2. Provider shall provide and specifically identify the vehicles to be used to effectuate this Contract and such list shall include the make, model, and accumulated mileage of each such vehicle. Each Provider vehicle must meet Federal KKK-A-1822D standards or equivalent, at the time of original manufacture. Each vehicle shall meet all ambulance equipment standards of the laws and standards of and/or recognized in the State of Alabama including but not limited to ASBOH Administrative Code Chapter 420-2-1 et seq. Provider shall provide the same information for any and all such vehicles that are utilized in and/or assigned to in any and all counties that are contiguous to Elmore County, Alabama.

11.3. Provider shall also be responsible for supplying all equipment and supplies carried on the vehicles. All equipment shall be fully operational when placed in service for the response to calls for service. Provider shall provide replacement materials and supplies for fire service or law enforcement personnel that have utilized their own equipment and supplies relating to emergency medical service calls to which Provider responds.

12. COMMUNICATIONS -

12.1. All parties will encourage the public utilize 9-1-1 for all emergency assistance requests.

12.2. Local Dispatch Offices will work with Provider, EMS Board, and 911 to establish

system for transferring emergency medical service calls from Local Dispatch Office to Provider. Communications between Provider and Local Dispatch Offices will include both a primary (telephones) and totally independent backup form of communication.

- 12.3. Provider will grant 911 and Local Dispatch Offices all required permissions to utilize and operate on systems and frequencies utilized by the Provider for dispatch communications with units providing service within the Service Area.
- 12.4. Provider shall provide 24x7x365 dispatching for medical service calls. Further:
 - 12.4.1. All Provider's base stations and ambulances hereunder shall have a VHF radio programmed to the 911 fire frequencies and all radio frequencies as described herein and as designated by the EMS Board.
 - 12.4.2. Provider will transmit appropriate information (e.g. unit, enroute time and arrival time) over primary radio frequency for all calls covered under this contract. If Provider utilizes a system other than voice radio communication to transmit or acquire dispatch times (e.g. unit, enroute time, arrival time, etc.) access to such system will be provided to 911 and Local Dispatch Offices.
 - 12.4.3. Provider's ambulance personnel shall remain in radio contact with Provider's dispatch office at all times. Provider shall maintain a fully staffed dispatch office 24x7x365.
- 12.5. The Provider shall insure that any ambulance operating within the Service Area is equipped with appropriate emergency communication and alerting devices as specified or required.
- 12.6. The standard emergency vehicle should include the ability to communicate at all times and locations with the Provider's dispatch office, the Local Dispatch Offices, with their control hospital, other hospitals, first responders and other public safety agencies. It is understood that the rural nature of portions of Elmore County make radio communications limited in some locations and the Provider shall devise and implement a plan to address such and submit the same to Contractor.

13. INTEGRATION WITH FIRST RESPONDERS AND THE PUBLIC -

- 13.1. First responder agencies are an integral part of a quality EMS system for the Service Area. The Provider shall document plans to coordinate and integrate their service with any existing first responder agencies and submit the same to Contractor. Provider shall offer training courses that may assist first responder agencies of Elmore County and participating municipalities in staying current on certifications and staying abreast of the latest trends in emergency medical services (Ex. CPR, EVOC, EMT-Based Refreshers, etc.). Training programs must be approved by the EMS Board. Further, the said training programs must be oriented to the needs assessed by the EMS Board and directed towards assisting first responders in meeting medical continuing education standards. Provider shall define an annual training program plan for the first responders and advise Contractor of the same. Provider shall participate in training exercises on MCI, as well as any and all first responder coordination meetings.
- 13.2. Provider agrees to provide support and respond to dispatch request for Search and

Rescue (SAR) assistance with fire service or law enforcement agencies. Provider will respond with a fully staffed ambulance to each structure fire in the service area as requested by the respective Local Dispatch Office, and the ambulance shall be considered available to respond to other emergency calls as requested by such Local Dispatch Office.

- 13.3. At the minimum, Provider shall prepare and implement an emergency medical services public information, education and prevention plan for the Service Area in partnership with the EMS Board and Elmore County Firefighters' Association. Provider shall specify the plan's components but must include the following: Appropriate access to emergency medical services; prevention, recognition, and response to heart attacks and strokes; and injury prevention programs. Such plan must demonstrate coordination with programs of First Responder agencies and Local Dispatch offices and shall be approved by EMS Board.
- 13.4. Provider shall participate in emergency medical service system components required for effective delivery of emergency medical care. Such system components include EMT-B, AEMT, EMT-P, local and countywide disaster drills, and continuing education programs. Provider shall establish reasonable standards for employee training "ride-along" and other emergency medical service system training opportunities as approved by the EMS Board. Additionally, Provider shall provide specific plans for "move up and cover" and multi-casualty response and other training.
- 13.5. Provide pre-arranged transportation service to return first responders who accompany an ambulance to the hospital promptly to their stations.

14. SPECIAL AND MUTUAL AID RESPONSE -

- 14.1. The Provider agrees to respond to all notifications by a Local Dispatch Office to the Service Area. Should the delivery of mutual-aid services to neighboring jurisdiction become excessive (e.g., in excess of five (5) percent of the calls for that service area absent a written agreement for that level of mutual aid), indicating a routine causing heavy reliance on the Provider's resources for emergency calls, the Provider shall inform the EMS Board.
- 14.2. Provider shall be required to develop a plan for immediate recall of staff for units during multi-casualty incidents ("MCI"), times of peak overload, active shooter incidents, large community events, and widespread disaster situations. This plan shall include Provider's ability to recall off-duty personnel. Provider shall also work with any entity that is a participating entity in this Contract to develop any Special Response Plans that may be needed to include but not limited to roles and responsibilities of Provider employees within the special response. A written copy of such plan shall be provided to the EMS Board within the Initial Coverage Plan Phase.
- 14.3. Provider must comply with the provisions of any regional emergency response plan adopted by the State of Alabama, the Elmore County Commission, or any participating entities. This plan (if applicable), coupled with the State of Alabama's EMS policy and procedures and other "governing law," defines the policy requirements of this Contract.

15. RISK MANAGEMENT AND COMPLIANCE PROGRAMS -

- 15.1. Provider shall provide a safety and risk management program which shall at a minimum include the following:
 - 15.1.1. Compliance with OSHA requirements;
 - 15.1.2. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss;
 - 15.1.3. They can properly instruct and supervise the employees in safety programs and to properly investigate all safety incidents;
 - 15.1.4. A personal to be responsible for the safety and risk program who has received formal training on risk and loss issues;
- 15.2. Provider shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services, and employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.
- 15.3. Provider is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996, the Alabama Data Breach Notification Act of 2018, and the current rules and regulations enacted by the US Department of Health and Human Services, including:
 - 15.3.1. Standards for Privacy and Individually Identifiable Health Information
 - 15.3.2. Health Insurance Reform: Security Standards
 - 15.3.3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards
 - 15.3.4. Any violations of the HIPAA rules and regulations or Alabama Data Breach Notification Act of 2018 will be reported immediately to EMS Board along with Provider's actions to mitigate the effect of such violations or breaches.
- 15.4. Provider shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and all applicable laws governing its employees. Provider shall also comply with county and EMS Board policies, procedures, and protocols regarding the services described in this Contract.
- 15.5. EMS Board shall continuously review, inspect and monitor all aspects of Provider's operations and performance necessary to ensure all services provided by Provider to County residents and visitors meet the requirements stated in this Contract as required by law. Provider shall reasonably cooperate with EMS Board to fulfill this function, including providing access to all records, facilities and personnel as reasonably requested by EMS Board. Provider shall provide monitoring tools and technology to allow EMS Board to monitor Provider's performance under this Contract.

16. MISCELLANEOUS -

- 16.1. This RFP is NOT a contract and shall be construed as an invitation to bid.

- 16.2. This RFP is not inclusive of all terms and conditions that will or may be included in the awarded contract. The County and EMS Board reserve the right to include any other terms and conditions in any contract pursuant to this RFP.
- 16.3. Nothing herein shall be interpreted as an attempt to minimize and/or obviate any and all standards of care and/or any and all other duties that may be required by applicable law and/or code. Any item described herein and/or any awarded contract that is in conflict with any and all statutory or codified standards such that this RFP minimizes the same, the statutory or codified standard that places a greater duty than that described herein shall prevail at no additional expense to the County and/or EMS Board. Should an item described herein exceed any statutory or codified requirement, the standard described herein shall prevail.
- 16.4. Any waiver extended to Provider for any provision described herein and/or in any subsequent contractual agreement shall not be deemed to be permanent in nature and shall not preclude any subsequent penalty for any matter whatsoever.
- 16.5. Any failure of delay in enforcing any term or condition of any provision described herein and/or in any contractual agreement that may be reached with Provider shall not operate as a waiver of the subject term or condition.
- 16.6. All Bidders shall provide, with the bid submittal, a sworn affidavit stating the Bidder shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, the Bidder is enrolled in the E-Verify program, and during the contract period, the Bidder shall participate in the E-Verify program and shall verify every employee that is required to be verified under state and federal law. Failure to provide this affidavit may result in rejection of bid submittal.