

SUMTER COUNTY, FLORIDA
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
FOR
ADVANCED AND BASIC LIFE SUPPORT TRANSPORT SERVICE

WHEREAS, the Board of County Commissioners of Sumter County, Florida (BOCC) has determined that there is a need for Advanced and Basic Life Support (ALS/BLS) Transport Services within Sumter County; and

WHEREAS, LAKE SUMTER EMERGENCY MEDICAL SERVICES, INC. (LSEMS), a Florida non-profit corporation, 2761 West Old Highway 441, Mount Dora, Florida 32757, has proposed to continue to provide ALS/BLS Transport Services for Sumter County, Florida; and

WHEREAS, there is a demonstrated need for such services in Sumter County; and

WHEREAS, no level of services agreement is in place with LSEMS and the period for said agreement to be resolved between the two parties can be achieved by September 30, 2010; and

WHEREAS, the BOCC wishes to award a Certificate of Public Convenience and Necessity (COPCN) during the interim period of June 24, 2010 to September 30, 2010;

NOW, THEREFORE, there is hereby issued to LSEMS a COPCN to operate ALS/BLS Transport (Ambulance) Services in Sumter County for three (3) months commencing June 24, 2010.

ISSUED this 22nd day of June 2010.

Board of County Commissioners
Sumter County, Florida

By: _____
Doug Gilpin, Chairman

Ambulance Services Contract

Definitions

"Advanced life support" means treatment of life-threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to rules of the department.

"Advanced life support service" means any emergency medical transport or non-transport service which uses advanced life support techniques.

"Ambulance" or "emergency medical services vehicle" means any privately or publicly owned land or water vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for, and is used for, or intended to be used for, land or water transportation of sick or injured persons requiring or likely to require medical attention during transport.

"Ambulance Contract Officer" or ACO means an individual assigned by the county to oversee this contract. Oversight of this contract will be conducted by the Sumter County BOCC through a designated Ambulance Contract Officer. This person will be designated by the County Administrator. The specific duties of the ACO are expressed herein and may be added to by the County.

"Basic life support" means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical antishock trousers, administration of a subcutaneous injection using a premeasured autoinjector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the department.

"Basic life support service" means any emergency medical service which uses only basic life support techniques.

"Certificate of Public Convenience and Necessity" or COPCN means a writing permitting an applicant or licensee to provide services, not exceeding the authorization of their expected or actual license, for the benefit of the population of that county or the population of some geographic area thereof.

"Interfacility transfer" means the transportation by ambulance of a patient between two facilities licensed under chapter 393, chapter 395, chapter 400, or chapter 429, pursuant to this part.

"Licensee" means any basic life support service, advanced life support service, or air ambulance service licensed pursuant to this part.

"Medical director" means a physician who is employed or contracted by a licensee and who provides medical supervision, including appropriate quality assurance but not including administrative and managerial functions, for daily operations and training pursuant to this part.

"Permit" means any authorization issued pursuant to this part for a vehicle to be operated as a basic life support or advanced life support transport vehicle or an advanced life support non-transport vehicle providing basic or advanced life support.

"Response Zone Type" means an area designated by population as being considered to fall within one of the three parameters of Urban, Suburban or Rural.

"Response Zone, Individual" means a specific response zone as identified on the accompanying Rural Response Zone Map. Currently, the three different Response Zone Types within the county are segmented into 13 identified Individual Response Zones. These zones may be modified as necessary, and approved by the county.

"Service location" means any permanent location in or from which a licensee solicits, accepts, or conducts business under this part.

Right to Audit Records, Facilities, Vehicles, and Processes

The ACO, or designee, shall have the right to inspect, audit, and copy all records related to the Agreement, including, but not be limited to, inspection records from the State, maintenance records of vehicles, training and certification records of Contractor staff, billing records, payroll records, personnel records, daily logs and any other applicable records that are related to this Agreement with advance notice of at least two (2) business days. Such records shall be made available for inspection, audit and copy at a location within Sumter County, Florida.

The ACO or designee shall have the right to inspect, audit, and copy patient care records for Quality Assurance related activities in accordance with the provisions of FS 401.425 and other applicable laws.

The ACO, or designee, shall have the right to inspect, audit, and observe processes in any facilities, or ride along on ambulances used by the Contractor in fulfillment of the Agreement.

Target Response Interval Standards

Once notification is received by the Contractor's communication center, from the County's 911 communications center (start of the target response interval), the Contractor is required to arrive at the scene for all calls, unless cancelled prior to arrival by the caller, on-scene units, or the County's 911 communication center.

The Contractor will be required to comply with the following response interval standards calculated to the nearest second, countywide and within each individual response zone:

For emergency (with lights and siren) responses: Contractor must arrive at the scene within the following intervals for the response zone types indicated. These response intervals are to be met within each of the individual response zones.

- Urban Response Zones

8 minutes, 85% of the time; 9 minutes 90% of the time; 10 minutes 95% of the time

- Suburban Response Zones
8 minutes, 80% of the time; 9 minutes 85% of the time; 10 minutes 90% of the time; 12 minutes 95% of the time
- Rural Response Zones
8 minutes, 75% of the time; 9 minutes 80% of the time; 10 minutes 85% of the time; 12 minutes 90% of the time; 15 minutes 95% of the time

For immediate (without lights and siren) responses: Contractor must arrive at the scene within 15 minutes at least 90% of the time; within 22 minutes 30 seconds at least 95% of the time; within 30 minutes at least 99.7% of the time, for all response types, in each individual response zone.

Response Interval Performance Fines

In order to appropriately monitor deployment process performance, the Contractor will be required to keep its current deployment plan on file with the ACO.

The Contractor shall be required to achieve the response interval performance requirements as determined by calculations made from information for each calendar month for the entire exclusive operating area, and for each individual response zone. Should the Contractor fail to meet these requirements, the County shall require the Contractor to pay a penalty of \$600.00 for each tenth 1 percentage point below the 80, 85 and 95% reliability targets in aggregate performance and for any of the individual response zones. Thus, it is possible that the Contractor may be assessed multiple penalties in the same calendar month.

The response interval performance calculations and fines will be made separately for “emergency” and “immediate” responses.

For emergency responses, the Contractor shall be in major default of this agreement if it fails to arrive at the scene within 10 minutes more than 15% of the time in any month, either countywide or in any individual response zone.

Should a response be cancelled or downgraded (from emergency to non-emergency mode) prior to arrival at the scene, the Contractor will be held accountable for their arrival time up to the time at which the cancellation or downgrade was made.

Exceptions

The following calls shall be exempted from inclusion in response interval performance calculations:

- a. When there is a cancellation, or a response mode downgrade from emergency to nonemergency by the County’s 9-1-1 Communications Center or by direct radio

communications with the incoming ambulance by SCFR or law enforcement agency prior to ambulance arrival, providing the cancellation or downgrade order was issued within the applicable 90th fractal “emergency” target response interval standard.

- b. When there are periods of unusual system overload – such that the average requests for service during a given hour and day of week is 25% greater than the previous 12-week average of that same hour and day of week. Any late responses during an unusual overload period will be exempt only if the Contractor requests such an exemption in writing within 14 calendar days of the occurrence, and if the Contractor can demonstrate that the resources during the period in question were sufficient to fill the deployment plan on file with BOCC during the time frame under consideration. Exemption requests meeting these criteria shall not be unreasonably denied. Any changes in the Contractor’s deployment plan must be filed in writing with the ACO, at the time of or in advance of implementation.
- c. Subject to the approval of the ACO, the response time requirements and late run penalty provisions of the contract shall be suspended during a declared disaster, locally, or in a neighboring jurisdiction, which has requested and received assistance from the Contractor.
- d. In cases of a multiple-response incident, the response time for all dispatched ambulances shall be counted as one (1) incident from the time that the multiple unit request was sent by the County 9-1-1 communications center until the arrival of the first unit on scene for purposes of measuring the Contractor’s response interval performance.

Measurement and Reporting of Clinical Process Performance

The Contractor will be required to provide monthly reports on clinical process performance in the following areas, at a minimum, in a manner and format to be specified by the ACO in collaboration with the Contractor’s Medical Director:

- Acute Coronary Syndromes and STEMI
- Stroke
- Resuscitation
- Trauma Alerts
- Refusals of Care and Non-Transport Cases
- Incidents requiring the response of another transport agency, indicating reason
- Out-of-county responses of Sumter-assigned units
- Sumter county responses of non Sumter-assigned units

The contractor will notify the Sumter County Public Safety Answering Point (PSAP) any time that one of the contractor’s assets (ambulance or Quick Response Vehicle (QRV)) normally assigned to or stationed in Sumter County is “Out of Service” for more than two hourr due to staffing, training, equipment repairs, etc. or are otherwise unavailable to respond. Contractor agrees to notify the Sumter County PSAP, promptly when said assets “Return to Service”, or become available for emergency response

Capture of “at Patient” Time

The Contractor will be required to capture the time that its crews arrive ‘at patient’ in its field data collection processes. This data element must be captured on at least 90% of the cases in which patient contact was made.

Contractor will provide to ACO a report each month of the following incident related times. The times will be reported with fractal divisions indicated for each parameter, countywide and within each individual response zone:

- Call processing time (received to dispatched) – 45 sec/60 sec/75sec/90sec/120sec
- Reaction Time (dispatch to enroute) – 60 sec/90 sec/120 sec
- Response Time (received to on scene) – 6 min/ 8 min/10 min/12 min/15 min/ 20 min
- Scene Time (on scene to cleared scene) – 10 min/15 min/20 min/25 min/30 min
- Patient Transport Time (cleared scene to arrived hospital) – 20 min/30 min/40 min
- Hospital Delay (time arrived at hospital patient transfer to hospital staff)

Automated Vehicle Locating

The Contractor will allow, at the County's expense, the installation of Automatic Vehicle Locating (AVL) devices that are compatible with the County's CAD system for the Contractor's assets (ambulances and QRV's) normally assigned to Sumter County. Information provided by this equipment will allow for the more efficient dispatching of County resources by knowing the status/location of contractor's resources available within the county.

PERFORMANCE CONTRACT

The most important aspect of this contract is the fact that it is a *performance contract*. This contract requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. A contractor who fails to perform must and shall be promptly replaced.

- Ambulance response times must meet or exceed the response time requirements set forth in this Agreement.
- Every ambulance unit must at all times be equipped and staffed to operate at the paramedic level, on all emergency and non-emergency calls.
- Clinical performance must be consistent with approved medical standards and protocols.
- The conduct of personnel must be professional and courteous at all times.
- There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.
- Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

This is not a level-of-effort contract. By entering into this contract, the County neither accepts nor rejects the contractor's level-of-effort estimates; rather, the County accepts the contractor's promise to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance results required by the terms of this Ambulance Services Contract.

Business Associate Agreement

Contractor will enter into a "Business Associate Agreement" with the County for issues related to the sharing of protected clinical patient information.

Deployment Plan

a. Initial Deployment Plan

Describe the Proposer's initial deployment plan. The description should include:

- Map of the Sumter County area with markings where stations or posts will generally be located.
- A table and a corresponding graph of the number ambulances to be deployed in each hour of the 168 hours for a typical one week period.

b. Deployment Improvements

Describe how the Proposer will seek to improve its response process performance over the course of this contract.

DRAFT

Sumter County, Florida

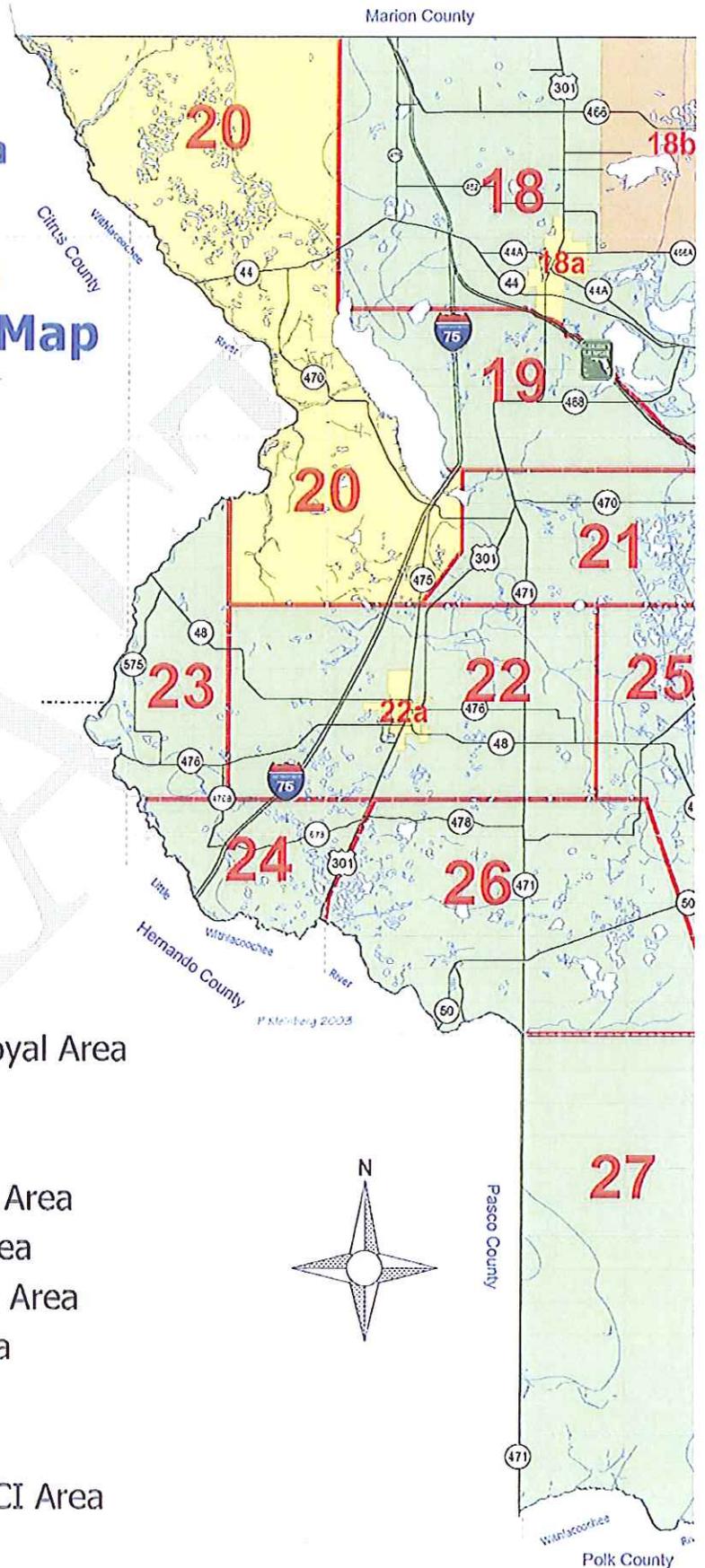
Lake-Sumter EMS Rural Response Zone Map



Response Zone Type

- Rural Response Zone
- Suburban Response Zone
- Urban Response Zone

Zone	Type	Zone Location
18		Wildwood/Oxford/Royal Area
18a		City of Wildwood
18b		Sumter Villages
19		Coleman/Adamsville Area
20		Lake Panasoffkee Area
21		Sumterville/470 East Area
22		Bushnell/Wahoo Area
22a		City of Bushnell
23		Nobleton Area
24		Croom-a-Coochee/SCI Area
25		Center Hill Area
26		Webster/Terrytown Area
27		Richloam Area

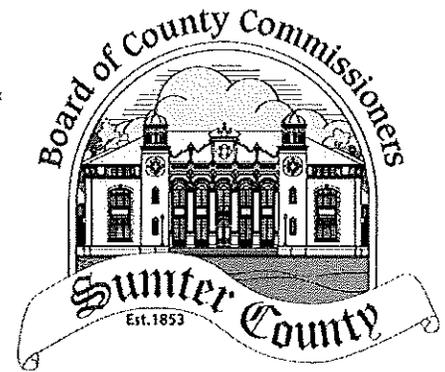


Scale
0 1 2 3 4 5 Miles

Board of County Commissioners

Sumter County, Florida

910 N. Main Street, Room 201 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207
Website <http://sumtercountyfl.gov>



June 12, 2010

Mr. Jim Judge
Executive Director
Lake-Sumter Emergency Medical Services, Inc.
2761 West US Old Highway 441
Mount Dora, Florida 32757-3500

RE: Funding Request of \$2,160,998.00

Dear Mr. Judge,

In the preparation of the Sumter County Fiscal Year 2010/2011 budget recommendation, I am sharing with you that I will not recommend the level of funding requested. I will be recommending a funding amount of \$1,989,782.00 contingent upon the approval of the annual service agreement.

In reviewing the relationship between Lake-Sumter Emergency Medical Services, Inc. (LSEMS), a non-profit organization (recognized as such by the State of Florida and as noted in the Sumter County, Florida Audit Reports), I find that there is no contractual relationship. I note that it was created from the interlocal agreement between Lake County and Sumter County; however, Sumter County has been remiss in entering into a contract for services with LSEMS establishing the level of service (expectations) for the funding provided as it did with the prior ambulance providers of the past. The service agreement will provide the performance accountability documentation for both the oversight of the LSEMS Board as well as Sumter County for the funds allocated. It is for this reason that my recommendation for funding is contingent upon the approval of an annual service agreement. It is for the same reason that the Certificate of Public Convenience and Necessity (COPCN) is recommended to be extended from June 30, 2010 to September 30, 2010 to provide sufficient time for the service level agreement to be approved by both parties and as such the future COPCN will be an annual approval from October 1 – September 30 to coincide with the renewal of the service agreement and associated funding.

Richard "Dick" Hoffman, Dist 1
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
Chairman
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Don Burgess, Dist 3
Vice Chairman
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Garry Breeden, Dist 4
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Randy Mask, Dist 5
2nd Vice Chairman
Office: (352) 793-0200
Home: (352) 793-3930
910 N. Main Street
Bushnell, FL 33513

Bradley S. Arnold,
County Administrator
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513-6146

Gloria R. Hayward, Clerk & Auditor
(352) 793-0215
209 North Florida Street
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

The basis for the lower recommended funding to the funding level requested is based on the May 3, 2010 response to Chairman Gilpin from Chairman Cadwell in which LSEMS admits to subsidizing its employees required contributions as stated by the Sumter County Health Plan in which LSEMS participates as an organization. This decision by LSEMS conflicts with the interlocal service agreement between Sumter County and Lake County due to the dual financial impact to Sumter County since the health plan is self-insured. Rather than argue the point that the comparison of LSEMS employee benefits should be relative to organizations of a like nature (non-profit or private provider), the \$171,216.00 reduction equates to the financial hardship borne by Sumter County for this decision. This reduction does encompass the changes approved by Sumter County that will take effect October 1, 2010.

Please understand that this letter is to inform you of my recommendation and that the Board of County Commissioners will hold public budget workshops on July 21-23. This time is dedicated to the Board discussing my recommendations and providing direction regarding the budget which will lead to the final draft of the budget. The formal public hearings to discuss the Fiscal Year 2010/2011 budget will be held in September and your public input will be welcome at that time.

Sincerely,



Bradley Arnold
County Administrator

XC: Honorable Sumter County Board of County Commissioners
Mayor Ed Wolf, LSEMS Board Member
Mr. Gary Kadow, LSEMS Board Member
Mrs. Sandra Howell, Assistant County Administrator
Mr. Art Bisner, Budgeting & Purchasing Manager