

# SUMTER COUNTY CONSULTANT RANKING FORM

Project Name: Emergency Ambulance Service

Project Number: RFP

Firm \_\_\_\_\_

Date \_\_\_\_\_

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Approach to System Designs	20	
Clinical and Employment Practices	20	
Financial Capabilities/Administrative and Report Practices	25	
Past Experience of Provider and Key Personnel	25	
<b>Sub-Total Points</b>	<b>90</b>	

References	10	
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Total Points	100	
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**Sumter County Request for Proposals (RFP) XXX-2010**  
**Emergency Ambulance Service**

**Attachment A.**

**Emergency Ambulance Service Statement of Work / Specifications**

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## KEY TERMS

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Throughout the document, we use key terms that we will define for reader clarity.

**Advanced Life Support (ALS)** — Advanced services or skills that include the use of techniques including intravenous (IV) therapy, ECG monitoring, medications, advanced airway management and similar treatments.

**Ambulance** — A vehicle that meets State of Florida standards and Federal specifications to provide medical transportation for sick and injured patients.

**Ambulance Zones** — A geographic area designated by the County to identify specific EMS response areas.

**Basic Life Support (BLS)** — Basic EMS skills that include CPR, automated or assisted defibrillation, bleeding control, spinal immobilization, splinting, and similar treatments.

**Billing System** — The system used by the contractor to collect accounts receivable from the provision of EMS by the contractor. The contractor may subcontract this to a third-party agency provided that all sections of the contract are met.

**Call Processing Time** – The point of receipt of the emergency alarm to the point where sufficient information is known to the dispatcher and contractor’s applicable units are notified of the incident.

**Computer Aided Dispatch (CAD)** — A computer assisted telecommunications system that provides voice and data communications for emergency service systems.

**911 CAD** – The CAD system operated by the county 911 Public Safety Answering point.

**Ambulance CAD** – The CAD system operated by the contractor for the communication and dispatch needs of its units.

**Default** — A situation(s) that occurs where the contractor can no longer meet the performance requirement set within the contract.

**Electronic Patient Care Report (E-PCR)** — A computer device that allows EMS and fire service providers to call and patient data into a reporting system.

**Emergency Transport-** The transportation of a patient resulting from a request generated through the 911 emergency communications center, or from some other form of notification indicating the need for emergency care.

**EMS Contract Administrator** — The county representative designated by the County Administrator to oversee the ambulance service contract.

**EMT-B** — Any person certified by the State of Florida and credentialed by the local medical director to provide basic life support services.

**Federal Specifications for Ambulances (KKK)** – Federal specification KKK-A-1822 is the US General Services Division’s specifications for ambulances.

**Hearing Officer** — The EMS Contract Administrator or other County official designated by the County Administrator.

**Medical Director** A Florida licensed physician, M.D. or D.O., who has been approved by the State of Florida, and the local EMS system to oversee and provide on-line and off-line EMS medical direction.

**Medical Oversight** — The process of providing on-line and off-line medical oversight of the EMS system.

**Medical Priority Dispatch System (MPDS)** — An advanced emergency dispatch system that provides protocols for EMS dispatch, and protocol-driven pre-arrival patient care instructions.

**Paramedic** — Any person licensed by the State of Florida and credentialed by the local medical director to provide advanced life support services.

**Proposal** — A response from vendors to wishing to bid on the exclusive contract to provide emergency ambulance service for Sumter County.

**Proposal Review Committee** — A group comprised of Sumter County officials, and Sumter County citizens, appointed by the County Administrator to review EMS proposals and make a recommendation to the County Administrator and County Commission.

**Public Safety Answering (or Access) Point (PSAP)** – Is the county’s call center responsible for answering calls to an emergency telephone number for police, fire, and ambulance services.

**Request for Proposal (RFP)** — A document released by Sumter County that requests proposals from vendors to provide emergency ambulance service to the County.

**Response Time** – The time that begins when the contractor’s unit(s) are enroute to the incident and ends when contractor’s unit(s) arrive at the scene.

**Response Time Summary** – A summary of the specific times indicated, provided at the 70%, 80%, and 90% fractile percentages.

**Response Zones\* –**

**Urban** – Designation refers to a contiguous incorporated or unincorporated area with a population of over 30,000 people and/or a population density of over 2,000 people per square mile.

**Suburban** – Designation refers to a contiguous incorporated or unincorporated area with a population density of approximately 1,000 but not exceeding 2,000 people per square mile.

**Rural** – Designation refers to an incorporated or unincorporated area with a population density of less than 1,000 people per square mile.

**Violation Notice** — A notice sent to the contractor by the appropriate agency notifying them of a violation of the EMS contract.

\* As described by the Commission on Fire Accreditation International, 2008, *Standards of Cover*, 5<sup>th</sup> edition

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## 1. SYSTEM DESIGN SUMMARY

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### A. Overview

Sumter County is soliciting proposals for the provision of Advanced Life Support (ALS) ambulance transport response for 911 emergency calls and appropriate inter-facility transfers. The successful contractor will be the County's primary provider of the Emergency Transport Certificate of Public Convenience and Need within Sumter County.

The purpose of this procurement process is to provide a fully integrated, high performance EMS delivery system. The system is to be built upon a "two-tiered" response that utilizes the Sumter County Fire Rescue and The Villages Public Safety Department, hereafter referred to as the county's fire service agencies, as the primary first responder. The Contractor, utilizing an approved medical priority dispatch system, will provide emergency dispatching services for contractor's units.

The proposal is to include comprehensive medical direction including both on-line and off-line medical oversight. This medical director shall oversee the training requirements for all contractors' personnel, oversight of emergency medical dispatching including pre-arrival medical instruction, recertification guidelines, the development of emergency medical protocols and standing orders, and a fully functional quality assurance process including quality control is a primary deliverable of this process.

The selected contractor will be required to fully integrate into the region's and the County's various medical receiving facilities for pre-hospital emergency medical care.

The County will monitor service delivery and contractual compliance through a series of independent performance measurements. The successful vendor will base its delivery model on clearly defined outcome measures and not a Level of Effort criterion.

It is the County's desire to have an EMS system that ensures high quality clinical care, provides efficient and reliable EMS services at a reasonable cost to consumers, and provides the community with an operationally and financially viable system.

### B. County's Responsibilities

The County, in procuring an ambulance contractor, represents the interests of its taxpayers and the general public as consumers of emergency services within its boundaries.

In this performance-based approach it is the County's responsibility to:

- Monitor contractor compliance and enforce contractual terms;
- Provide 911 call taking;
- Provide ALS/BLS first response utilizing Sumter County Fire Rescue and Villages Public Safety Department personnel and equipment;
- Provide and maintain the 911 Computer Aided Dispatch (CAD) system which will serve as the official recording for receipt of call and transfer to contractor;

- Provide the contractor with information that will allow completion of contract requirements in a timely manner;
- Provide access to County radio frequencies ;

### **C. Contractor's Responsibilities**

The contractor is responsible for responding to all requests for emergency ambulance service in the designated service area. The requirements for all operations are delineated throughout these specifications and will become the basis of the performance based agreement between the County and the contractor.

The contractor shall be responsible for the following:

- Furnishing and managing all personnel required in the delivery of ALS emergency ambulance transport operations;
- Providing and operating an ambulance CAD system
- Providing local office space for customer assistance, billing activities, and administrative oversight;
- Employing or contracting for medical direction based on the requirements herein;
- Supplying all medical supplies, medications and disposable equipment for the contractor and the county's first response fire service agencies;
- Providing all necessary vehicles and vehicle maintenance for vehicles operated by the contractor;
- Providing in-service training, quality assurance, and improvement monitoring for contractor's personnel;
- Provide notification and access of contractor's EMS training to personnel from county's first response fire agencies;
- Developing and issuing standing orders and medical protocols that integrate with county's existing first response fire agencies' medical protocols;
- Providing the required insurance coverage for all employees and response personnel operating under the oversight of the contractor's medical director;
- Providing EMS stand-by at special events
- Providing mutual aid and disaster response services; and
- Other associated support functions.

The contractor is responsible for providing all billing services. Billing and collection services shall be conducted according to the professional guidelines outlined in the agreement. The contractor shall provide detailed and comprehensive monthly reporting on response activities, patient treatments, billing and collection reports, customer and citizen complaints, accidents, and equipment malfunctions.

The contractor is expected to comply with all applicable county, state, and federal guidelines in the delivery of pre-hospital medical care and to obtain the

necessary State of Florida and Sumter County licensing and or permits required to provide emergency transport services.

The contractor will apprise the County fully of any changes or modification in its deployment practices or anticipated deployment practices that could alter service delivery.

The contractor business office shall maintain reasonable business hours and be located within Sumter County. The contractor shall establish and maintain a published telephone number for customer contacts and an updated and interactive web-page for customer service, including the posting of up to date transport fee schedules and the disclosure of corporate contact information.

As compensation for services rendered, the contractor receives:

- Market rights as the County's primary emergency ambulance contractor within the County's service area depicted in Attachment A;
- First responder support from the Sumter County Fire Rescue and Villages Public Safety Department;
- Income from fee for service revenues.

The County does not wish to pay a subsidy for contractor services; however, proposals will not be excluded from consideration if a subsidy is requested as part of the proposal. A detailed financial explanation justifying the need for such subsidy must be included within the proposal.

In awarding this Agreement, the County recognizes that an ambulance contractor may, through poor business planning, management, or general lack of performance, fail to provide for the minimum services specified in the Agreement. Such failure may constitute a Default of the Agreement. In such case, the County intends to replace the contractor in order to ensure the public health and safety. Prospective contractors should assume that the County is likely to select a replacement should the contractor fail to provide adequate EMS services.

#### **D. Schedule of Events**

Unless specifically notified by Sumter County Purchasing Department of a schedule change, the following procurement schedule must be adhered to:

- **August XX, 2010** — Public Release of RFP (This document and its attachments constitute the County's request for proposal.)
- **August XX, 2010** — Deadline for proposers to submit written questions for clarification.
- **September XX, 2010** — Pre-bid conference (mandatory) 9:00 AM, 910 N. Main Street, Bushnell, FL 33513 (room to be determined). Representative must attend in person.
- **September XX, 2010** — The RFP's are due at Sumter County Purchasing Office by 3:00 PM EST. All proposals must be in writing and delivered by hand, mail, or commercial delivery service and clearly labeled "Sumter County Emergency Medical Services Proposal".

- **September XX, 2010** — Evaluation team will recommend up to three proposals to the County Administrator.
- **September XX, 2010** — County Commission approval of EMS services agreement Recommended bidders may be required to make a presentation
- **September XX, 2010** - Final Contract to Commission for improvement
- **October 1, 2010** — New EMS agreement takes effect.

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## II. BACKGROUND AND SERVICE AREA SUMMARY

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Sumter County is interested in expanding its oversight in the EMS delivery system within its jurisdictional boundaries. There is significant concern to improve transparency and provide an adequate level of accountability for the EMS assets assigned to and or paid for by Sumter County. The County is designing this proposal to create greater interaction between County government, the fire departments, the EMS contractor, and medical direction. The County is also seeking the development of a performance based delivery model that utilizes comprehensive reporting and monitoring techniques to insure the highest level of patient care and cost accounting.

### A. Description of Service Area

Sumter County is located at the crossroads of Central Florida, connecting to several major transportation corridors which provide easy access to all areas of the state. Interstate 75, US Highway 301, State Road 44, the Florida Turnpike, and the CSX Railroad “S” rail line all serve to make Sumter County an attractive location for development.

Comprising a total of 580 square miles, Sumter County has experienced a great deal of growth over the last decade, diversifying its population base and its communities. Active retirement communities, new industry and construction offer economic opportunities beyond the County’s historic agricultural core. According to the Bureau of Economic and Business Research in 2009, Sumter County had an estimated population of over 95,000 residents. This represented an increase of over 55% compared to the 2002 population. The July 2010 issue of American City and County magazine, ranked Sumter County, Florida as the 2<sup>nd</sup> fastest growing county in the United States. About 90% of the County’s population is located within the unincorporated areas of the county, with about one-half of the unincorporated population living primarily within The Villages Development of Regional Impact. This area spans over 33 square miles in the northeast sector of Sumter County and has areas of population density that meet the definition of an “Urban Area”. The remaining 10% of the County's population live in five cities: Bushnell, Center Hill, Coleman, Webster and Wildwood. The unincorporated community of Lake Panasoffkee, on the southwest shore of the lake, along with areas in the cities of Wildwood and Bushnell would qualify as “Suburban Areas”, based on population densities. The rest of the County would be described as “Rural” with approximately 161 square miles of “protected lands” that cannot be developed.

## **B. Historic Service Volume**

As reported by the current service provider, the area generated 12,417 emergency and non-emergency incidents in FY 2008-2009 that generated ambulance responses. Of these responses, 9,583 resulted in a patient transport.

## **C. Patient Mix**

Patient mix as indicated by current service provider (for both Lake & Sumter County combined) is as follows: \_58\_% Medicare, \_8\_%, Medicaid, \_19\_%, insurance and contracts, and \_15\_% self pay.

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## **III. PROGRAM RESPONSIBILITIES**

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### **A. Scope of Services**

The contractor shall furnish all personnel necessary in the delivery and oversight of emergency ambulance transport service for the entire population of Sumter County. The contractor is also responsible for providing medical direction and clinical oversight for their personnel, for all aspects of EMS delivery. Additionally, the contractor shall furnish stand-by special events coverage, appropriate inter-facility transfer service for transfers originating in Sumter County, EMS transportation for incidents involving transfer to and from aero medical EMS units, reasonable mutual aid services, and comprehensive reporting, as specified in this proposal.

The contractor shall be the County's primary emergency ambulance contractor within the specified service area per Attachment A - Service Area.

### **B. Response Time Performance**

Response times are a combination of dispatch operations and field operations. Because this agreement is performance based, the County will not limit the contractor's flexibility in the methods of providing EMS service other than the requirements described herein. However, the County reserves the right to review and approve contractor's deployment plans and encourages a strong and on-going working relationship between County Administration, the Sumter County Fire Rescue, Villages Public Safety Department, Sumter County Sheriff's Office and the contractor. This agreement is based on the contractor's commitment to perform within the response time standards. Appropriate response time performance is the result of a coordinated effort of the contractor's total operation. This system will be based on the contractors' processing requests for service, received through the county's 911 PSAP, and then dispatching resources in accordance with the contractor's deployment plan. Response time shall be measured in minutes and integer seconds, and shall be "time stamped" by the contractor provided ambulance CAD system.

#### **1. Response Time Requirements:**

##### **URBAN**

- a. For each response presumptively determined to be an emergency response (as categorized by National Academies of Emergency Dispatch standards as Echo, Delta, Charlie, or Bravo level calls) the contractor shall place an ALS

unit on scene within eight (8) minutes zero (0) seconds for each incident, and at 90 percent reliability for all assignments in the “urban” service area depicted in Attachment A - Urban Service Area.

### **SUBURBAN**

- b. For each response presumptively determined to be an emergency response (as categorized by National Academies of Emergency Dispatch standards as Echo, Delta, Charlie, or Bravo level calls) the contractor shall place an ALS unit on scene within eight (8) minutes zero (0) seconds for each incident, and at 50 percent reliability for all assignments in the “suburban” service area depicted in Attachment A - Suburban Service Area.

### **RURAL**

- c. For each response presumptively determined to be an emergency response (as categorized by National Academies of Emergency Dispatch standards as Echo, Delta, Charlie, or Bravo level calls) the contractor shall place an ALS unit on scene within eleven (11) minutes zero (0) seconds for each incident, and at 50 percent reliability for all assignments in the “rural” service area depicted in Attachment A - Rural Service Area

With the implementation of this contract, the Contractor shall track response times for Echo, Delta, Charlie and Bravo level calls at the 70%, 80%, and 90% fractile percentages to establish a history of achievable response times in each of the service areas based on population. The purpose of this is to establish future goals and benchmarks to objectively assess ambulance service performance.

For each response presumptively determined to be a non-life threatening emergency response (as categorized by National Academies of Emergency Dispatch standards as Alpha level calls) the contractor shall place transport capable ALS unit on scene within 20 minutes zero seconds at 90 percent reliability for all service areas depicted in Attachment A - Service Area. Responses to Alpha level calls are made without the use of lights or sirens as determined by MPDS.

2. Response Time Measurement Methodology: The response time measurement methodology employed can significantly influence operational requirements for EMS systems. The following are applicable:
  - a. Time Intervals: System response times are measured from the time the call is received by the contractor until the contractor’s first arriving ALS unit is on scene.

For the purpose of the RFP and the Agreement, the contractor's emergency response times shall be measured from the time the contractor is notified by radio, telephone, data link, or other means that its services are required at a particular location until unit arrival at the incident location by the contractor's first arriving ALS unit. The time stamp that will be used is the time that the vehicle is assigned by contractor’s dispatch, the marker referred to as "dispatch" in the ambulance CAD system.

Arrival at the incident location means the moment a crew notifies that it is fully stopped at the location where the ALS unit shall be parked while the

crew exits to approach the patient. In situations where the ALS unit has responded to a location other than the scene (e.g., staging areas for hazardous materials, violent crimes incidents, or non-secured scenes) arrival at scene shall be the time the unit arrives at the designated staging location.

In instances when a unit fails to report "at scene" the time of the next communication with the on scene unit shall be used as the "at scene" time. However the contractor may appeal such instances when it can document the actual arrival time through another means (e.g., communications tapes/logs, etc.).

In order for the County to accurately assess several clinical aspects of EMS, the contractor will also report to communications the following times:

- Time "at patient" — The time when the EMS provider begins assessing the patient or for multi-casualty incidents, the initiation of patient triage.
- Time of "first shock" — When indicated, the time between arriving "at patient" and delivery of defibrillation.
- Time of "Alert" – When indicated, the time EMS provider notifies of specific patient alert, i.e. "trauma alert", "cardiac alert", "stroke alert", etc.
- b. Reassignments and Cancelled Calls: If an ambulance is reassigned while enroute and prior to arrival on the scene, then the incident response time for the original call and purpose of determining compliance may be claimed as an exception.

The contractor can determine to cancel from a call prior to arrival only in accordance with approved medical protocols and based on information received from first response units on scene. If an assignment is cancelled prior to arrival on the scene, the contractor's compliance will be calculated based on the elapsed time from receipt of call to the time the call was cancelled.

- c. Response Times Outside Designed Service Area Excluded: The contractor shall not be held accountable for emergency response time compliance for any assignment originating outside the limits of the service area. Response to requests for service outside the service area will not be counted in the total number of calls used to determine compliance for the County response times.
- d. Each Incident a Separate Response: Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving contractor ALS transport unit will be used to compute the response time for the incident.
- e. Response Time Exceptions and Exception Requests: The contractor shall maintain the ability for backup capacity, in order to rapidly put into service reserve ambulance units during periods of high demands or temporary system overload. However, it is understood that from time to time unusual factors beyond the contractor's reasonable control will affect the achievement of the specified response time standards. These situations are limited to

severe weather conditions, declared mass casualty incidents, disaster, or other periods of unusually high demand. Exceptions require the approval of the EMS Contract Administrator.

If the contractor feels that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors" beyond the contractor's control, the contractor may request an exception. Any such request must be in writing and received by the EMS Contract Administrator or his designee within five business days of the end of each month. If the contractor is in dispute with the findings of the EMS Contract Administrator they may appeal this decision to the County Administrator. Appeals to the County Administrator must be filed within five business days from the date of the EMS Contract Administrator's findings. The determination of the County Administrator shall be final and binding on both parties.

### **C. Vehicles, Vehicle Maintenance and Equipment Repairs**

It is the contractor's responsibility to provide ambulances capable of transporting patients receiving ALS care that meet the federal KKK-specifications, and State of Florida minimum standards. The contractor shall also provide all medical and technical hardware and software needed to properly equip each ambulance.

It is the contractor's responsibility to maintain and equip each ambulance in accordance with State of Florida guidelines for ALS transport vehicles. The contractor and its medical director may choose to stock each vehicle with additional equipment, tools, and protective clothing beyond that which is required by state guidelines; such equipment shall be compatible with the county's fire service agencies' equipment.

Vehicle maintenance shall be the responsibility of the contractor in accordance with the warranty maintenance specifications of the vehicle manufacturer. Records shall be kept for all maintenance and repair work and shall be made available to the County upon request. The County expects all ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises its function must be immediately removed from service. All maintenance costs shall be the responsibility of the contractor. Any vehicle repairs, parts replacements, or general up-keep shall be the responsibility of the contractor. Vehicles are to be kept clean and fully stocked. The contractor shall maintain, store, and dispose of all bio-medical equipment and by-products in accordance with the appropriate state and OSHA guidelines.

1. Equipment Requirements: Each ambulance unit shall be equipped with the required medical supplies, medications, bandages, splints, airway and suction equipment, oxygen and other supplies and disposable goods as required by State of Florida guidelines. It is the responsibility of the contractor to maintain sufficient quantities of goods and supplies to adequately stock and re-stock vehicles without interruption of services. The contractor is expected to have additional supplies and equipment in a secure location within Sumter, or contiguous counties, to allow the re-stocking of first line vehicles 24 hours per day, 7 day per week throughout the contract period.
2. Replacement of Medications and Medical Supplies for Sumter County Fire Rescue and the Villages Public Safety Department: The contractor shall

develop written guidelines for the replacement of applicable medications, medical supplies, disposable splinting materials, and other disposable supplies utilized by Sumter County Fire Rescue and the Villages Public Safety Department in the delivery of patient care. All such supplies, equipment, and medications shall be replaced on a no cost basis to the County or the Villages Public Safety Department. Any such plan must be a community wide plan as defined by, and in compliance with, Medicare regulations. The contractor must also develop a controlled substance storage, distribution, usage, and documentation policy that satisfy any applicable laws and its medical director's policies.

#### **D. Radio Communications**

Licensed emergency radio frequencies will be made available to the contractor for use for emergency communications and official radio traffic. 911 PSAP services and utilization of the county's licensed radio frequencies will be authorized at no cost to the contractor. The contractor is required to communicate through the County's Communications center, all vehicle movement emergency and non-emergency that would render a response unit unable to respond within their primary response zone.

1. **Medical Priority Dispatching System:** The contractor will utilize the medical priority dispatch protocols and pre-arrival instructions approved by the National Academies of Emergency Dispatch. The dispatch priorities are subject to change by the medical director. Adherence to the dispatch protocol is required. Contractor will establish a Quality Assurance review program to ensure compliance with industry standards.
2. **Computer Aided Dispatch:** The contractor's ambulance computer aided dispatch (CAD) system will be utilized to record dispatch information for all ambulance activities. The ambulance CAD time punching system shall include the date, hour, minutes, and seconds. All radio and telephone communications including pre-arrival instructions and time track shall be recorded and retained for a minimum of 180 days. The ambulance CAD system shall meet the requirements of data reporting as specified herein.
3. **Compatibility with Existing System:** The contractor will ensure its field response units have the capability to communicate by radio with the county's existing first response fire service agencies.
4. **Florida State Requirements:** The contractor will take necessary actions to ensure compliance with all State of Florida Bureau of EMS Communications plan requirements.

#### **E. Automated Vehicle Locating**

The Contractor shall install Automatic Vehicle Locating (AVL) devices that are compatible with the County's 911 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.

## F. Data and Reporting Requirements

The ability for a community to monitor and evaluate the effectiveness of its EMS delivery system is greatly dependent upon the availability of valid data and statistical analysis that measures system performance including both clinical and financial outcomes. The County requires the contractor to provide detailed and periodic reporting as follows:

1. Operational Reporting Requirements: Contractor shall provide within 10 days after the first of each month, reports dealing with its performance during the preceding month as it relates to clinical and operational performance as specified herein. The contractor will rely on its ambulance CAD data in generating its response time reports. At a minimum the contractor will include the following in its operational monthly reports:
  - Total responses
  - Total emergency (911 generated) transports
  - Total patients transported
  - Total responses and transport activity by ambulance unit
  - Total cancelled calls (prior to arrival)
  - Total patient refusals (treatment and transport)
  - Distribution of responses by time of day and day of week
  - Distribution of incidents by location (ambulance service zones)
  - Description of incidents by call type
  - Summary of patient complaints (by situation found)
  - Response time summary for all responses
  - Response time summary by ambulance service zones
  - Response time summary by ambulance unit
  - Frequency of simultaneous calls for service (countywide)
  - Summary of mutual aid requests (given and received)
  - Summary of call duration (transports and non-transports)
  - Listing of equipment or vehicle breakdown/malfunctions
  - Dispatch Quality Assurance report summary
2. Financial Reports: The contractor shall organize and report its financial records in a manner to facilitate the direct comparisons between dispatch incident numbers and patient account records. The financial records should be provided to the county on a quarterly basis and organized to capture the following:
  - Total expenses and revenues
  - Total average charge per patient
  - Total average patient charge for mileage

- 30, 60, and 90 day Accounts Receivable
  - Distribution of payments by all payment groups (Medicare, Medicaid, private insurance, direct payment, non-collectables/bad debt)
  - Quarterly collection rate (percentage) for all ambulance billings
  - Total of uncollected accounts with 180 days of aging
3. Miscellaneous Recordkeeping: The contractor shall complete, maintain, and as requested by the County provide copies of records including:
- Deployment planning reports
  - Vehicle maintenance records
  - Continuing education and certification records documenting training compliance
  - Annual inventory report of capital assets
4. Electronic Patient Care Reporting (E-PCR): The contractor will, within three months of beginning service, institute and maintain an electronic patient care reporting system which is compatible with Florida Bureau of EMS EMSTARS project.

The contractor will be responsible for assuring that the system is compatible to allow for population of EMS reports by the ambulance CAD system.

The contractor will be responsible for training all personnel, including the county's first response fire agencies, in the use of the EPCR system.

The contractor will be responsible for the purchase, care, and maintenance of the E-PCR system.

## **G. Coverage and Availability**

These specifications are for a performance agreement. The County neither accepts nor rejects the contractor's level of effort estimates, rather the County accepts the contractor's financially guaranteed commitment to employ whatever level of effort is necessary to achieve response time and performance results required by the terms of the agreement as outlined in these specifications.

1. Initial Ambulance Coverage Plan: Notwithstanding the above, the proposals must include descriptions of proposer's initial ambulance coverage plans for the Sumter County service area, the number of ambulance and reserve ambulance units required, supervisory units, personnel and other components that it will utilize to meet the performance standards required herein. Acceptance by the County of the proposer's offer shall not be construed as acceptance of the proposer's performance.
2. Ambulance Service Zones: The contractor shall establish a series of ambulance service zones to analyze alarm activities throughout the Sumter County service area. These zones shall coincide with the fire department response areas. Numbering of the service zones shall be consistent with Sumter County Fire

Rescue and Villages Public Safety Department station response areas (e.g., Zone 11, Zone 21, Zone 31).

3. **24/7 Coverage:** It is the intent of this proposal to ultimately enter into an agreement with the contractor that ensures the prescribed services will be available on a 24-hour a day basis, seven days a week, and 365 days per year. It is further understood by the contractor that there will be certain periods of time during the year that service demand will exceed the normal daily call volume. During these heightened periods of demand (County cultural and celebration events, man-made or natural disasters, hurricanes, mass casualty incidents, and transportation accidents) the contractor will rapidly increase its staffing and available ambulances in response to these peak demand periods. The contractor is required to provide emergency contact information and maintain the accuracy of this information, in order to contact key personnel during a critical emergency or during disaster situations.

## **H. Integration of the Sumter County Fire Departments as First Responders**

Currently Sumter County Fire Rescue provides BLS service from its responding units. There are several licensed paramedics who are provided medical direction by a contracted physician. Sumter County Fire Rescue will be building the capacity and capability of its fire response network to operate 24/7 with a minimum of one ALS first response fire unit within each of its three battalions. The Villages Public Safety Department currently provides non-transport ALS service from all of its fire stations. Working under the guidance of the county's medical director, and in cooperation with the contractor, the County departments may expand their deployment of paramedics and/or apparatus in accordance with State of Florida licensing guidelines for ALS first response units.

On all incidents, the senior Sumter County Fire Rescue or Villages Public Safety Department officer will be responsible for incident command as espoused by the National Incident Management System (NIMS). The incident commander may, when appropriate, designate the contractor's EMS supervisor or lead paramedic as the *medical group supervisor* based on NIMS procedures. Primary patient care will be the responsibility of the agency that arrives on scene first and initiates patient care. When initiated by fire service personnel, primary patient care may be turned over to the contractor's clinician for continuance of care and transportation. Fire personnel will support the care provided by the contractor on-scene, and when the situation warrants, will accompany ambulance personnel in the ambulance by providing care enroute to the hospital.

## **I. Risk Management and Loss Control Provisions**

The County believes that education and aggressive prevention of conditions in which losses occur, is the best mechanism to avoid injuries to the contractor staff; county personnel and patients. Therefore, the County requires the contractor, at a minimum, to employ the following risk management processes. Pre-screening of potential employees (including drug testing), initial and ongoing driver training using a curriculum equivalent to EVOC, significant event investigations (e.g., motor vehicle accident with injuries or any vehicle accident which requires the towing of the ambulance from the scene of the accident), lifting technique training, hazard reduction training and other training or policy guidelines that are directed towards injury prevention and accident avoidance.

Note: The pre-screening of employees must begin at the initiation of the contract.

The contractor will provide the County an annual report of their risk management activities and adverse events.

## **J. Deployment Planning and Disaster Response**

The contractor shall be actively involved in planning for and responding to any declared or undeclared disaster in the County. Disaster coordination is to be facilitated through Sumter County Fire Rescue, Villages Public Safety Department, and the Sumter County Office of Emergency Management.

1. **Planning Documents:** The contractor is expected to develop, within 90 days of the start of this service contract, a mass casualty incident plan and an emergency disaster plan following the NIMS incident command system guidelines. This plan will be submitted to the County's emergency manager and the fire chiefs for review and incorporation into the County's Emergency Management Plan.
2. **Supervisory Training and Participation in Drills and Exercises:** The contractor's supervisory personnel will be required to complete incident command training and hazardous material training as required by the County. Contractor involvement shall include participation in training, drills and exercise without additional charge to the County. The contractor may be considered for eligible grant funding when applicable, for the above described drills and exercises. Within 30 days of agreement implementation, all EMS providers will be certified in IS-700 and ICS-100. In addition, all supervisory personnel or those designated to act as supervisors will also be certified in IS-800 and ICS-200.
3. **Evacuation Planning:** The contractor is expected to work directly with all local medical facilities, the fire chiefs and the Sumter County Office of Emergency Management in developing a medical facility evacuation plan for Sumter County. This plan is to be developed within 180 days from the start of the service agreement and presented to the County's emergency manager for review and inclusion into the County's Emergency Management Plan.
4. **Performance Criteria During Disaster Situations:** In the event of a disaster within Sumter County or the contractor responds to a disaster in a neighboring jurisdiction, normal operations shall be suspended and the contractor shall respond in accordance with the respective disaster planning document. The contractor shall use the best efforts to maintain primary emergency services in the County. During the period of a declared disaster or MCI, the County will not impose performance requirements for response times and other performance criteria.
5. **Reimbursements for Disaster Related Costs:** Any additional direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties may be invoiced for payment by the County consistent with the then applicable Federal guidelines. This shall not include any cost for maintaining the normal level of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal costs for these non-reimbursed additional disaster services.

## **K. Mutual Aid**

The contractor shall enter into mutual aid agreements with other emergency ambulance agencies, provided however that:

1. Any mutual aid provided within Sumter County must be substantially medically equivalent services;
2. The responding entity agrees to the County's EMS system standards including clinical, insurance and other requirements for clinical review; and
3. Written agreements between the contractor and other agencies are to be approved by the County EMS Contract Administrator. The County shall not unreasonably withhold its approval of such agreements.

## **L. Service Inquiries and Managing Complaints**

The contractor shall log all inquiries and service complaints, including complaints involving billing and collection issues. The contractor shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitation imposed by patient confidentiality restrictions and HIPAA privacy rules.

The contractor shall on a monthly basis submit to the County a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the contractor's Medical Director within (24) hours.

It is the desire of the County that the contractor notify the EMS Contract Administrator regarding the most egregious or criminal actions that could reflect negatively on the County or its employees. In these situations it is essential that this notification be made as soon as possible and apart from the monthly reporting process.

## **M. Prohibition of Contract Transfer without Prior Approval**

The contractor agrees that they will not transfer or assign any provisions of this agreement to another entity or service provider without prior written approval of the County Administrator.

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# **IV. CLINICAL AND EMPLOYMENT PRACTICES**

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## **A. Medical Oversight**

The contractor shall furnish and fund all medical oversight services including the services of a Medical Director for all of contractor's system participants (e.g. Ambulance Personnel, Emergency Medical Dispatchers, and supervisory personnel) through a Florida licensed physician, Board-certified by the American Board of Emergency Medicine, or the American Board of Osteopathic Emergency Medicine, and affiliated with a Central Florida hospital. The County Administrator may grant exceptions to specific board certifications or hospital affiliations.

1. Duties of the Medical Director:

- a. Establish a uniform and appropriate system standard of care.
- b. Review and approve local medical oversight standards and training requirements (including if necessary written and practical test) for contractor's personnel providing care under the Medical Director's authority.
- c. Develop guidelines for on-line medical direction, transport destination policies and use of air medical services in support of the EMS systems mission.
- d. Establish written and on-line (electronic) medical protocols and standing orders necessary in providing oversight for all contractor's personnel in the delivery of pre-hospital emergency medical care.
- e. In consultation with the EMS Contract Administrator the contractor shall develop standards applicable to on-board equipment used in the delivery of Emergency Ambulance services within the service area.
- f. No less frequently than one time every three months, report on the clinical aspects of the quality of care and on the response time performance being provided by the contractor, first responder and priority medical dispatching services.
- g. On an annual basis provide a written annual report to the County on the quality of care and an evaluation of those critical performance measurements of the EMS system.
- h. Monitor all aspects of system performance including clinical quality of care and verification of response time performance reported by First Responders and the contractor.
- i. Attend meetings with the administrators of the Emergency Department of the area hospitals in order to obtain insight and direct feedback from the primary medical receiving unit regarding the medical care that is being delivered by the system providers.
- j. Provide consultation to the County's EMS Contract Administrator regarding requests by the contractor for relief from response time compliance in accordance with applicable provisions for relief in the agreement.

## **B. Personnel Qualifications and Staffing**

All Ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care. The paramedic shall be the primary caregiver for all emergency patients and shall accompany all patients in the back of the ambulance during any patient transportation except as otherwise permitted under medical control protocols.

1. Minimum Staffing: The contractor is required to staff a minimum of one (1) EMT-P and one (1) EMT-B. At the contractor's option the requirement for EMT staffing levels on any units may be enhanced to higher levels of training without obligation to the County.

During County declared emergency situations, the contractor may be permitted to staff extra BLS ambulances that are staffed with at least two (2) EMT-Bs

2. **Qualifications:** Personnel will be appropriately certified or licensed by the State of Florida and their functional privileges will be specifically authorized by the contractor's Medical Director in accordance with medical oversight policies.
3. **Professionalism:** The County expects and requires professional and courteous control and appearance at all times from the contractor's ambulance personnel, supervisors, middle managers and top executives. The contractor shall address and correct any occasional departure from this standard of conduct.
4. **Employment Practices and Background Checks:** All persons employed by the contractor shall undergo a criminal record check conducted by the contractor. It is the County's intent in requiring a criminal record check that the contractor is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. This should include, at a minimum convictions related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse, and spousal abuse. The contractor must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses. The contractor shall provide the County with its specific policies concerning sexual harassment. In addition, the contractor shall provide as part of this proposal its employment policies relating to the hiring of employees with felony and misdemeanor convictions. The contractor shall not employ or retain any employee whose Florida drivers' license is revoked or currently suspended.
5. **Key Personnel:** The County will, in part, base the award of the agreement upon the qualifications of the organization and upon the qualifications of its key personnel. The contractor will be expected to furnish the personnel identified in the proposal submitted and throughout the term of the agreement. The contractor is expected to furnish the same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent "bait and switch" bidding practice whether intended or not.
6. **Experience:** The County will, in part, base its award on the experience of the provider and key staff personnel in administering, managing, and operating a 911 emergency transport system.

### **C. OSHA and Other Regulatory Compliance**

It is the County's expectation that the contractor will adopt procedures specifically for the Sumter County contract that will meet or exceed the regulatory requirements for occupational safety and health including but not limited to infection control, blood borne pathogens and Tuberculosis. These precautions shall be designed for both the safety of ambulance personnel and Sumter County Fire Rescue and Villages Public Safety Department first responders. Additionally, such measures would include, but not be limited to written procedures and directives, universal precautions, periodic training and safety alerts, annual medical screenings and the wearing of personal

protection equipment. The Contractor shall insure adherence to all Health Insurance Portability and Accountability Act (HIPAA) guidelines.

#### **D. Discrimination Prohibited**

Throughout the performance of this agreement, the contractor agrees that it will comply with all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, the contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated hereunder. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation or age.

#### **E. Establish a Drug-Free Workplace**

The contractor agrees, in accordance with Florida laws, to establish a Drug-Free workplace within its Sumter County operations. These guidelines will include, but not be limited to;

1. A published statement notifying employee that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform the employee about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon the employees for drug abuse violations.
3. Give each employee a copy of the statement specified in Paragraph 1.
4. Impose a sanction on, or require satisfactory participation in a drug assistance or rehabilitation program, by any employee convicted of a drug related crime or determined to be in violation of the contractor s' drug and alcohol control policy
5. At the beginning of the contract period have a drug-testing program in effect that addresses both pre-employment drug screening and the periodic testing of employees.

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### **V. FINANCIAL AND ADMINISTRATIVE PROVISIONS**

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#### **A. Term of Contract and Renewal Provisions**

The initial term of the Agreement ultimately executed by the contractor shall be for a period of three (3) year beginning October 1, 2010. The County may offer, at its sole option, and based in part upon the contractor's superior performance two (2) twenty-four (24) month renewals. The offer of extension shall be for one 24-month extension after the completion of the initial three (3)-year contract period and then a second 24-month

extension at the completion of the first 24-month extension period. Each extension will be considered independent of the other and will be offered at the sole option of the County. If the County determines that an extension of the contract is warranted, such offer shall be made at least six months prior to the scheduled end of the term of the Agreement or previously granted extension. After the County's notification to the contractor of its intent to extend, the contractor shall decide within 60 days if it intends to accept the invitation to extend the agreement.

## **B. Methods and Form of Compensation**

The contractor receives a variety of compensation for providing services. The following are the specific types of compensation available to the contractor in this procurement:

1. **Market Rights:** The County, except as otherwise outlined in these specifications, shall utilize the contractor as the primary provider of emergency and appropriate inter-facility ambulance transport services within the defined service area boundaries.
2. **User Fees:** The primary financial compensation for the contractor for the services rendered under this RFP will be from funds received for fee-for-service billings and collections and contractual arrangements with insurance organizations and other payers.
3. **Local Subsidy:** The County desires a no subsidy agreement; however, the Sumter County Board of County Commissioners may include into this agreement a final subsidy/user fee mix if deemed appropriate.
4. **First Responder Assistance:** The contractor shall have the benefit of BLS and ALS level first responder services throughout the entire service area. If the County agrees to provide the contractor a monetary subsidy, the County may negotiate a fee for; fire department first response, on-scene assistance, and/or transportation assistance.
5. **Extensions:** By furnishing services that are determined by the County to be clinically superior to the requirements of this specification, the County may grant certain rights to extensions.
6. **Return of Equipment:** The contractor agrees to return any County issued equipment, vehicles, and radios in good working order at the termination of the agreement. For any equipment not returned at the conclusion of the term or for any equipment returned damaged or otherwise unusable, except for normal wear and tear, the County shall repair or replace the said equipment at the contractor's expense.
7. **Term of Offer:** The term of the proposers offer shall be in effect for at least 180 days from the closing date of this request for proposals.

## **C. Ambulance Fees and Guidelines for Rate Increases**

The contractor shall be entitled to charge patients for the services rendered according to the patient fee schedules included and proposed by the contractor as part of this procurement process. The proposed rate schedule shall be in effect for the initial 12

months of operations and shall not be increased during this timeframe. All emergency transport rates shall be based on the patient condition or the services rendered. There is no intent on the County's part to require ALS care on every situation found.

The contractor shall provide as part of their proposal a comprehensive rate schedule for all services, materials, medications, and other actions or items that may be billed to a patient in the course of their treatment and transport. The contents and description of the "Proposed Rate Schedule" shall include, but not be limited to the following:

- Whether a "bundled or unbundled" rate structure is being proposed.
  - Single Base Rate Charge and what items are included and excluded from the base charge.
  - If "unbundled", a complete schedule of charges for medical supplies, equipment, procedures or other services that may be charged to the patient.
  - Oxygen charge
  - Mileage charge
  - Emergency stand-by charge at special events
- Disclosure of Fee Schedule: It is the County's desire to provide complete disclosure of all charges and fees associated with the delivery of ambulance services. As such the contractor shall establish as part of this proposal its full and complete rate schedule for all services and charges. These charges shall be posted at the contractor's business office, be made available as a handout to all patients and/or family members, and be posted on the contractor's web page. The contractor may not deviate or alter the established fee schedule without prior written authorization by the Sumter County Board of County Commissioners.
- Rate Increases: The contractor may request a rate increase after the initial 12 months of operations and base this requests on market factors, collection rates, and inflationary impacts in the Sumter County area. Request for rate increases are to be made in writing to County's EMS Contract Administrator. The contract administrator shall investigate the situation and make a recommendation to the Sumter County Board of County Commissioners. All changes to ambulance rates are made by the Sumter County Board of County Commissioners. Any contract rate structure increase shall be in effect for a minimum of 12 months. In no instance may the contractor request more than one rate increase within any consecutive 12 month period.

#### **D. Billing System and Access to Information**

The contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner. The County's goal is for the contractor to collect the maximum amount available from patients and third party payers, without unduly pressuring those who legitimately cannot pay.

The proposer must fully outline its billing and collection policies and procedures in its proposal. This should include samples of invoices, reminders, telephone collection methods, and handling accounts turned over to collection. Policies about acceptance of assignment and write-off should be specifically addressed.

1. Local Access: A specified local phone number for inquiries from patients and third party payers shall be provided by the contractor for patient's use.
2. Web Page Access: The contractor shall provide billing and payment information in a web based format. Patients shall have the opportunity to make inquiries, access service fees and locate company contact information.
3. On-scene Collection Prohibited: For services provided within the Sumter County service area, the contractor shall not engage in on-scene collection for local services at scene, enroute, or upon delivery of the patient at the receiving medical facility.
4. Third-Party Billing and Collection: The contractor may engage, at its sole expense, a third-party agent to provide EMS billing and collection services.
5. Audits and Inspections: The contractor shall provide the County with an annual audited financial statement prepared by an independent public accounting firm in accordance with generally accepted accounting principles consistently applied. Statements shall be available within 150 days of the close of each fiscal year. If the contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income shall be subject to the independent auditor's opinion.

At any time during normal business hours and as often as may be reasonably deemed necessary, County representatives may observe the contractor's office operations, and the contractor shall make available to the County for its examination any and all business records, including incident reports, patient records, and financial records of the contractor pertaining to the agreement. The County may audit, request a subsequent audit or a special audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, accounts receivable, inventory, personnel, and other records, daily logs, employment agreements, and other documentation for the County to fulfill its oversight role.

A County representative may ride as a "third-person" on any of the contractor's ambulance units at any time, provided, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with the contractor's employees' duties, and shall at all times be respectful of the contractor's employer/employee relationship.

## **E. Insurance Requirements**

At the time that this contract is awarded and throughout the term of the Agreement, the contractor shall meet or exceed the following requirements.

1. Prior to the time the contractor is entitled to commence any part of the project, work or services under the Agreement, contractor shall procure and maintain the minimum insurance coverage and limits as provided herein. Said insurance shall be evidenced by delivery to the County (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to the County and licensed or

permitted to write insurance by the Florida Department of Insurance, listing coverage and limits, expiration dates and terms of policies, and listing all carriers issuing or reinsuring said policies; and (b) a copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions.

- a. Commercial general liability insurance, including but not limited to, contractual, liability assumed under the Indemnity provisions of this Agreement, premises, operations, products, completed operations, personal injury, and advertising injury. The amounts of such insurance shall not be less than \$1,000,000 bodily injury and property damage combined single limits; and \$2,000,000 aggregate. The insurance shall include legal liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - b. Professional medical malpractice insurance (ambulance attendants malpractice, including Sumter County Fire Rescue, Villages Public Safety Department and Sumter County Sheriff Department first responders) including errors and omission with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis.
  - c. Workers compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury by disease.
  - d. Commercial automobile liability-bodily injury, property damage and collision covering all vehicles used under the Agreement for owned, hired and non-owned vehicles provided by the County or others, with limits of not less than \$1,000,000 combined single limits bodily injury and property damage. Policy shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability above. Contractor shall provide coverage regardless of actual vehicle ownership
  - e. Uninsured and underinsured motorist coverage of at least \$300,000 shall be provided. "Umbrella" coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a form following basis.
2. Endorsements Required: Each insurance policy shall include the following conditions by endorsement to the policy:
- a. Each policy shall require that 30 days prior to its expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be sent to the County at its address of record by the insurer. Contractor shall notify the County in a like manner within 24 hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by the contractor from its insurer; and nothing shall absolve the contractor of this requirement to provide notice.
  - b. Companies issuing the insurance shall have no claims against the County for payment of premiums, assessments or deductibles, which are the sole responsibility and risk of the contractor.

- c. Except for worker's compensations coverage, all such policies shall name the County, its officers, employees, and the medical director, as additional insured.
3. All insurance shall be maintained with companies:
  - a. Holding a "general policy holders rating" of "B+" or better, as set forth in the most current issue of "Best Insurance Guide," the successful rating to "B+" or comparable rating from reputable rating organizations;
  - b. Licensed or permitted to operate in the State of Florida; and
  - c. In good standing with the Florida Department of Insurance or similar agency.
4. Self-insured Risk: Any program of self-insurance risk employed by the contractor shall be subject to prior approval and ongoing monitoring by the County and their legal counsel. In addition to any assurances required by the County under this provision, as initially agreed prior to final award of the Agreement, the following items shall, at a minimum, be met by the County's satisfaction:
  - a. Potential fiscal liability associated with the risk to be assumed by the contractor must be reasonable and limited to an amount which would, if realized, not impair contractor's ability to performance obligations under the Agreement:
  - b. The coverage contemplated shall at a minimum be equivalent to the coverage required under paragraph 1 above.
  - c. Throughout the term the County shall be immediately notified of any major claims, the amount reserved against potential claims, or other program changes, which may adversely affect the contractor's ability to provide insurance against the risk as required in the Agreement.
  - d. The self-insured program meets and complies with all applicable laws and regulations.
5. Indemnification: The contractor (as indemnitor) will be required to indemnify, save, and hold the County, its officers, and employees, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of the contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damage to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interests levied, and other charges levied by other federal, state and local government agencies on the County by reasons on the contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is limited; provided, however that the indemnity is not intended to cover claims against the County arising solely of County's own negligence or intentional misconduct. For purposes of this section, the term the County shall include County officers and its employees.

The following provisions shall control the indemnity provided hereunder:

- a. Indemnity Defense: The contractor, at its cost and expense, shall fully and diligently defend the County against any claims brought, investigations undertaken, or

actions filed which concern claims for which the County is indemnified. The contractor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of the County upon County approval. The contractor acting in good faith and in the best interest of the County, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County so long as such compromise or settlement does not impose a liability on the County not fully covered and satisfied by the indemnity provided by this section or, in the County's judgment, subject to any material adverse order, judgment, decree which impairs its image or ability to operate its business as previously conducted. Otherwise, the County reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. The contractor shall inform the County, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of the County and its legal counsel.

- b. Reimbursement for Expenses: The contractor shall reimburse the County for any and all necessary expenses, attorney's fees, interest, penalties, expert fees, or costs incurred in the enforcement of any part of the Agreement 30 days after receiving notice that the County has incurred the said costs.
- c. Cooperation of the Parties and Notice of Claim: The contractor and the County shall provide the other prompt written notice of any such audit or review of any actual or threatened claim, or any statement of the fact coming to the party's attention which is likely to lead to claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review and defending any such claim.

#### **F. Federal Employer Identification Number and Corporate Identification**

The contractor shall provide all vital and accurate information relating corporate information as registered with State of Florida, the Florida Department of Business and Professional Regulations, and the federal government. Such information shall include at a minimum but not limited to the following:

- Name of corporation
- Type of corporation
- Authorization to transact business in Florida
- Registration of any fictitious names
- Names of officers
- Corporate address
- Federal identification number
- Contact person for company
- Name and title of person authorized to sign legal documents on behalf of the company

## **G. Sworn Statement Regarding Public Entity Crime**

The contractor shall provide as part of its proposal a sworn statement in accordance with Paragraph 287.133(1)(g), Florida Statutes, indicating any violation of state or federal law by a person affiliated with the contractor's company or corporation, with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any state of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

## **H. Demonstration of Financial Depth and Stability**

Proposers shall provide documentary evidence, which clearly documents the financial history of the organizations and demonstrates that the proposer has:

- The financial capacity to handle the expansion (including implementation and start-up costs) necessitated by the award of the Agreement.
- Proposers shall include copies of its financial statements for the most recent two-year period. Audited financial records are preferable. If audited financial records are unavailable, proposer must provide un-audited financial statements supported by federal tax returns. In cases where the proposer is forming a new entity, the financial records of the parent company shall be available for review.
- Has expertise in billing Medicare-Part B and other 3rd party payers of ambulance services (or contracts with a third-party agency with necessary expertise).
- Proposer shall provide information, which demonstrates a clear and convincing capability to implement and manage a billing and collection system. The proposer should include information about what steps, policies, procedures, training, equipment and management techniques would be utilized on award of the Agreement.
- Has the ability to secure insurance coverage's required under this procurement. Any existing self-insurance plan used for the purpose of qualification must substantially meet the requirements set forth in the RFP.
- Proposer shall detail any and all notifications of pending insurance (separate listing for auto and professional liability) claims, investigations, and settlements including both status and resolution.

## **I. Default and Termination of Agreement**

If conditions or circumstances, constituting a default as set forth in this section exist, the County shall have all rights and remedies available at law in equity under the Agreement, specifically including the right to terminate the Agreement, the right to pursue the contractor for damages and the right of emergency takeover as set forth in Section J. All the County's remedies shall be non-cumulative and shall be in addition to any other remedy available to the County. Conditions and circumstances, which constitute default of the Agreement, shall include the following:

1. Failure of the contractor to operate the EMS system in a manner which enables the County and the contractor to remain in compliance with federal state or county laws, rules, or regulations, medical control policies and/or related rules and regulations adopted pursuant thereto;
2. Failure of the contractor to meet system standards of care established by the medical director;
3. Falsification of information supplied by the contractor during or subsequent to this procurement process;
4. Failure of the contractor to provide data or falsification of data supplied during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, performance measurements, financial data or falsification of any other data under the agreement;
5. Failure of the contractor to maintain equipment in accordance with the manufacturer recommended maintenance practices;
6. Failure of the contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;
7. Failure of the contractor to comply with the approved rate regulation, billing or collection provisions of the Agreement;
8. Contractor makes an assignment for the benefit of creditors, files a petition of bankruptcy, is adjudicated insolvent or bankrupt, petitions to apply for any custodian, receiver or trustee for a substantial part of its property, commences and proceeding relating to it under bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction;
9. Failure of contractor to cooperate with and assist the County after a default has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond contractor 's reasonable control;
10. Acceptance or payment by contractor or any of contractor 's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of contractor or contractor 's employees could reasonably be construed as a violation of federal, state or local law;
11. Failure of contractor to maintain insurance in accordance with the Agreement;
12. Chronic failure of contractor to consistently meet response time requirements as set forth in the Agreement;
13. Failure to submit audited financial statements prepared by a certified public accountant or public accounting firm within the specified time frame under the terms and conditions outlined in the Agreement;
14. Any other failure of performance, clinical or other system standards of care as required in the Agreement and which is determined by the Sumter County Board of County Commissioners to constitute a default or endangerment to public health and safety.
15. Restriction, suspension, or revocation of operating licenses or certifications imposed by Sumter County or the State of Florida.

16. Contractor debarment by Centers for Medicare and Medicaid Services (CMS).

## **J. Provisions for Curing Default and Emergency Take Over**

In the event the County Administrator determines that there has been a material breach by the contractor of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such default shall constitute a default of the Agreement. In the event of a default, the County shall give the contractor written notice, delivered in-person to the contractor's local address, setting forth with reasonable specificity the nature of the default. Contractor shall have the right to cure such default within 5 calendar days of receipt of such notice and the reason such default endangers the public's health and safety. Within 24 hours of receipt of such notice, contractor shall deliver to County, in writing, a plan of action to cure such default. If the contractor fails to cure such default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of County) or contractor fails to timely deliver the cure plan to the County, County may take-over contractor's operations. Contractor shall cooperate completely and immediately with County to affect a prompt and orderly transfer of all responsibilities to County.

To accomplish continuous delivery of service, the County may, in exercising an emergency take-over, take possession of all of the contractor's equipment, facilities, and records used in the performance of the Agreement. The County may retain possession of said equipment, facilities, and records until such items can be acquired by County or another contractor is engaged to perform the service. Should the County exercise this option, it shall pay the contractor the reasonable rental value of such equipment and facilities during the time they are used by the County. Liability of the County to the contractor for this period will be that of a service for hire, with ordinary wear and tear specifically exempt from such liability.

The contractor shall not be prohibited from disputing any such finding of default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. Nor shall such dispute by contractor delay the County's access to the funds made available by the surety bond. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a default has occurred shall be initiated and shall take place only after the emergency take-over has been completed, and shall not under any circumstances delay the process of an emergency take-over or the County's access to performance security funds as needed by the County to finance such take-over of operations.

Contractor's cooperation with and full support of such emergency take-over, as well as the contractor's immediate release of performance security funds to the County shall not be construed as acceptance by the contractor of the findings and default, and shall not in any way jeopardize contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the contractor to cooperate fully with the County to affect a smooth and safe take-over of operations, shall

itself constitute a breach of the Agreement, even if it was later determined that the original declaration of default by the County was made in error.

In accordance with Florida Statute 255.05 the Sumter County Board of County Commissioners will require a Performance Bond from the contractor. The contractor shall post a surety bond of \$1,000,000 that may be accessed by the County to cure any default caused by the contractor. The bond will be posted with an established Bonding Agency licensed to do business in the State of Florida. "Performance Bond" means a bond of a Contractor/Vendor in which a surety guarantees to the Sumter County BOCC that the work/services will be performed in accordance with the Contract documents and may, at the discretion of the County, include a letter of credit issued by a financial institution. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended. Any and all costs associated with obtaining a performance bond shall be borne by the proposer. Upon declaration of default, the contractor shall not interfere or take legal action to prevent access to the bond.

#### **K. "Lame Duck" Provisions**

Should contractor fail to prevail in a future procurement cycle, contractor shall agree to continue to provide all services required in and under the Agreement until the new contractor assumes service responsibilities. Under these circumstances contractor will, for a period of several months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions shall apply:

1. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
2. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting contractor service and operating cost to maximum profits during the final stages of the Agreement;
3. County recognizes that if a competing organization should prevail in a future procurement cycle, contractor may reasonably begin to prepare for transition of service to the new contractor. County shall not unreasonably withhold its approval of contractor 's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair contractor 's performance during this period;
4. During the process of a subsequent competition conducted by County, contractor shall permit its non-management personnel reasonable opportunities to discuss with competing organizations the issues related to employment with such organizations in the event contractor is not the successful proposer. Contractor may, however, require that its non-management personnel shall refrain from providing information to a competing organization regarding contractor's current operations, and contractor may also prohibit its management level personnel from communicating with

representatives of competing organizations during the competition. However, once County has made its decision regarding award, and in the event contractor is not the winner, contractor shall permit free discussion between any County-based contractor employee and the winning proposer without restriction, and without adverse consequence to any County-based employee.

## **L. Penalties for Contract Violation**

In order to provide quality EMS care and maintain a successful relationship between the County and the contractor, the County must strictly enforce all parts of the agreement. The County will cite the contractor for any violation and assess a penalty, either monetary, performance, abatement or a combination thereof. During County declared emergencies, the EMS Contract Administrator may suspend time-based performance requirements. The contractor's payment of monetary fines shall in no way impair or prejudice any right or remedy available to the County with respect to such default.

Penalties for the violations will include:

1. Failure to be enroute to an emergency within three minutes: \$100 per incident
2. Failure to respond to an emergency incident: \$1,000 per incident.
3. Failure to respond at the ALS level: \$500 per incident.
4. Failure to meet the 90th percentile response time standards in each designated urban response zone: first occurrence \$2,500 per zone/per month; second occurrence \$5,000 per zone/per month; third occurrence \$10,000 per zone/per month plus possible default action. Occurrences start again each fiscal year.
5. Failure to meet the 50th percentile response time standards in each designated Suburban and Rural response zone: first occurrence \$2,500 per zone/per month; second occurrence \$5,000 per zone/per month; third occurrence \$10,000 per zone/per month plus possible default action. Occurrences start again each fiscal year.
6. Failure to implement a comprehensive risk management plan: \$2,500 for each month in non-compliance. After three months, the County may begin the default procedure.
7. Failure to submit the required quality management reports: \$1,000 plus \$500 per day, for up to 30 days.
8. Lapse or suspension of any required insurance: \$2,500 plus \$1,000 for each day until resolved.
9. Any restriction, suspension, or revocation of the contractor's license or permits by the State government: \$10,000 in addition to possible default actions.
10. Violation of the "lame duck" provisions: \$2,500 per day until abated.
11. Debarment by any CMS program (Medicare or Medicaid): \$25,000 in addition to possible default actions.
12. Intentional falsification of a patient care report, Quality Assurance Report or billing request: \$1,000 per event

13. Failure to initiate an E-PCR system within 3 months of contract initiation: \$2,500 plus \$1,000 per month.
17. Other violations not listed above: violation notice but no monetary penalty. May be used as a basis to decide whether to approve automatic contract renewal.

### **M. Issuance of Violation Notice**

The County EMS Contract Administrator or the Office of the County Administrator will be responsible for issuing violation notices to the contractor:

### **N. Actions upon Receiving a Violation Notice**

1. Violation notices will be sent on a standard form by either first-class mail, or hand delivery.
2. Upon receiving the form, the contractor may take the following actions:
  - a. Pay the proposed fine and complete any abatement required. Payment must be made to the Sumter County BOCC and any abatement must be completed within 30 days of violation notice issuance.
  - b. Appeal the fine or abatement action.
  - c. Request to initiate the Alternative Dispute Resolution section of the contract. This must be agreed to by the County and the contractor as described below.
3. To appeal, the contractor shall note their intention on the violation notice and forward it to the County's designated EMS Contract Administrator within 15 days of receiving the violation.
4. The EMS Contract Administrator will schedule an in-person hearing for each violation. The administrator may choose to hear all cases within one day each month.
5. The contractor may attend the hearing and present evidence or witnesses to answer the violation notice.
6. Within five days of the hearing, the County Administrator will issue a written decision to the contractor. The County Administrator may take the following actions:
  - a. Dismiss the violation
  - b. Sustain the violation and order abatement but suspend any monetary penalty
  - c. Sustain the violation and impose a penalty up to the designated fine
  - d. When applicable, order the beginning of default procedures
7. Except as designated within the agreement, the County Administrator's decision is final.
8. If the designated EMS Contract Administrator is unavailable, or at his discretion, recuses from hearing the case, the County Administrator or his designee will substitute as the hearing officer.

9. Hearing timelines may be modified by agreement of the County and the contractor.

Timelines or any procedural issues listed above will not stop the County from taking any emergency action necessary to keep its EMS system performing.

## O. General Provisions

1. Assignment: The contractor shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the County shall not convey any rights to the assignee. Any change in contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking.
2. Permits and Licenses: The contractor shall be responsible for and shall hold any and all required federal, state, or local permits or licenses required to perform its obligations under the Agreement. In addition, the contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used. It shall be entirely the responsibility of the contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that the contractor is in complete compliance with federal, state, and local requirements for permits and licenses as necessary to provide the services. The contractor shall be responsible for ensuring that its employees' state and local certifications and licenses as necessary to provide the services, if applicable, are valid at the beginning of the contract period, and are valid and current at all times throughout the contract period.
3. Compliance with Laws and Regulations: All services furnished by the contractor under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including HIPPA and the American Recovery and Reinvestment Act. It shall be the contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times. Furthermore, the contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the medical director.
4. Product endorsement/advertising: The contractor shall not use the name of the County or the county's fire agencies for the endorsement of any commercial products or services without the expressed written permission of the County.
5. Omnibus Provision: Contractor understands and agrees that for four years following the conclusion of the Agreement it may be required to make available upon written request to the secretary of the U.S. Department of Health and Human Services, or any other fully authorized representatives, the specifications

and subsequent Agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

6. **Warranty Regarding Consideration and Procurement:** Proposer warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the proposer to procure or solicit a Agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the proposer, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, proposer represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of the resulting Agreement.
7. **Relationship of the Parties:** Nothing in the Agreement resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.
8. **Rights and Remedies Not Waived:** Contractor will be required to covenant that the provision of services to be performed by the contractor under the Agreement shall be completed without further compensation than that provided for in the Agreement. The acceptance of work under the Agreement and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the Agreement. In no event shall payment of consideration by County constitute or be construed to be a waiver by County of any default or covenant or any default by contractor. County's payment shall in no way impair or prejudice any right or remedy available to the County with respect to such default.
9. **Consent to Jurisdiction:** Contractor shall consent to the exclusive jurisdiction of the courts of the State of Florida or a federal court in Florida in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in Sumter County, Florida.
10. **End-term Provisions:** The contractor shall have 90 days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.
11. **Notice of Litigation:** Contractor shall agree to notify County within 24 hours of any litigation or significant potential for litigation of which Contractor is aware. Further, contractor will be required to warrant that it will disclose in writing to the County all litigation involving the contractor, contractor's related organizations, owners, and key personnel.

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## VI. SUBMISSION AND REVIEW OF THE RFP

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### A. General Submission Information

1. Procurement Time Frames: The schedule for the Sumter County Emergency Ambulance Service procurement is outlined above (Section 1,D), Failure to comply with any time frames outlined in the procurement schedule may result in automatic disqualification of the proposer.
2. Cost of Participation: All costs of participation in this procurement process shall be borne by the proposer. The County reserves the right to reject all proposals.
3. Authority to verify credentials and proposal submissions: proposer shall submit executed notarized "investigative authorization forms" for the company(s) whose credentials are submitted for review and for owners, officers, and key personnel. If the company is a publicly held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the Agreement or in the preparation of the proposal need be submitted.
4. Own Expertise and Judgment Required: Each proposer is specifically advised to use its own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the Agreement. By "methods" the County means, compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which taken together, comprise each proposer's strategies and tactics for accomplishing the task. The County recognizes that different proposers may employ different production methods, perhaps with equal success. By allowing each proposer to select, employ, and change its production methods, the County hopes to promote innovation, efficiency, and superior levels of performance.
5. Estimated Business Volumes and Payer Distributions: The County specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, payer mixes, or frequency of special events coverage that may be associated with this procurement. Any and all historical data on past volumes of business within the County are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.
6. Exceptions: Proposers taking material exception to the County's specifications shall be disqualified. The purpose of submittal of written questions is to provide clarification of the RFP and its specifications before submission of proposals. If your organization has questions regarding the RFP and its specifications, submit your request for clarification at or before the question submittal deadline to obtain a ruling on the matter before submitting the proposal.
7. Official Contacts Only/Requirement to Disqualify: Proposers are advised that all correspondence regarding this procurement should be made in writing to Sumter County, Ms. Amanda Taylor, Purchasing Agent, 910 N. Main Street, Bushnell, FL.

33513 Answers to substantive questions raised by any proposer shall be sent in written form to every proposer. Any information obtained by proposers from any source other than written communication from the purchasing agent should be considered unofficial and quite possibly in error. All proposers hereby agree that the County shall retain one complete set of all submitted materials for its files and two sets of the winning proposal for its records. If the proposers desire other copies be returned it shall advise County in writing of such request, and all material, except as defined above, shall be returned.

8. Proposal Deposit required: No deposit is required.
9. Sealed Submission: Each proposer should submit original, so marked, 10 paper copies, and 10 electronic CD-ROM versions of its proposal signed by the proposers contractually binding authority. All proposals must be sealed and labeled on the outside of the sealed container to show the following: "Sumter County Emergency Medical Services Proposal"; name of proposer; address of proposer; and name of primary contact person. Submissions must be received at the Sumter County Purchasing Office, 910 N. Main Street, Bushnell, FL 33513 no later than the time and date specified herein.

## **B. Mandatory Table of Contents**

In order to ensure that the evaluation of proposals is as equitable as possible, all proposals shall be submitted in the following format: order and numbering conventions should be consistent with the required table of contents. The proposals will be reviewed in comparison with other proposer's offerings for each section identified.

### **I. Introduction**

- A. Description of the Proposed Organizational Structure
- B. Contractor Deployment Plan
- C. Characteristics of a High Performance EMS Model

### **II. Clinical Performance**

- A. Medical Director Credentials/Experience
- B. Suggested Medical Protocol Compliance Process
- C. Clinical Credentials of Field Personnel
- D. Medical Equipment and Supplies
- E. Financial Reserve for Clinical Upgrades
- F. Quality Improvement Program Processes
- G. In-service Training
- H. Employee Recruitment, Screening and Orientation
- I. Incorporation of area hospitals in Service Delivery Model

### **III. Human Resources**

- A. Employee Work Schedules

- B. Health and Safety Programs
- C. Re-employment of Current Workforce
- IV. Customer Service Monitoring and Development
  - A. Program Development
  - B. Mechanisms, Record Keeping and Time Frames for Resolution of Customer Service Inquiries (non-billing)
- V. Fleet and Equipment Issues
  - A. Number of Vehicles Needed
  - B. Ambulance and Equipment Maintenance Practices
  - C. Equipment Replacement
- VI. Billing and Collection
  - A. Billing Processes to Maximize 3rd Party Payments
  - B. Mechanisms, Record Keeping and Time Frames for Resolution of Customer Service Inquiries (billing)
  - C. Examples of Transport Collection Audits
- VII. Organizational Experience and Key Personnel
  - A. Experience Providing Similar Service
  - B. On-Site and Off-Site Personnel
- VIII. Administrative/Financial
  - A. Transition Plan/Schedule
  - B. Provision of Insurance
  - C. Method of Providing Required Reporting for Performance Measurements
  - D. Delineation of Ambulance Service Zones
  - E. User Fee Information
  - F. Term of Offer
  - G. Proposed Design of Company Web Page
  - H. Justification for subsidy (if necessary)
  - I. Demonstrated financial capabilities to complete performance requirements

### **C. Review of Proposals**

During the review phase, proposals are reviewed by selected staff to ascertain which proposals address all requirements of the RFP and to prepare technical and financial analysis to document the adequacy of proposals. Proposals determined to be technically non-responsive shall be eliminated. Once the qualified proposals have been determined,

oral presentations may be required by the County staff from the selected proposers to clarify specific matters presented in the proposals.

1. Investigations of proposers' submissions and services may be conducted as deemed necessary by the County. This could include a site visit should one be required.
2. Oral presentations may be required by staff and/or the Sumter County Board of County Commissioners. These presentations will be conducted in the County at a time and place prescribed by the County.
3. The proposal review team may request additional information to clarify specific contractual matters.

#### **D. Review Criteria**

The County will utilize a Proposal Review Committee to evaluate each proposal. The Committee may interview bidders in the process of ranking the proposals that will ultimately provide their recommendation to the County Administrator. The County Administrator will present the recommended proposal to the Sumter County Board of County Commissioners, who shall have the final authority in entering into a contract agreement with the proposed vendor. The County reserves the right to accept or reject any proposal.

The County may conduct investigations of the proposers' submissions and claims as it deems necessary. Furnishing false or misleading information during the proposal process may constitute a breach of contract and/or reason for rejection.

Proposers may be requested to give presentations and answer questions on their proposals to the Proposal Review Committee. Presentations will be limited to a maximum of one hour, although the proposal itself should include all elements required. Presentations will be followed by a question and answer session.

All information requested from the proposers for inclusion in the proposal is important. In order to provide some indication of the relative importance of each section the following percentages of weighting is provided:

Approach to System Design .....	20%
Clinical and Employment Practices .....	20%
Financial Capabilities/Administrative and Report Practices.....	25%
Past Experience of Provider and Key Personnel .....	25%
References .....	10%

Each proposal will be reviewed to determine if the proposer can meet the County's requirements as set forth in the RFP. The proposer must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

Each proposer may ask for an exception from specific requirements. The reason for each exception must be included in the proposal and the County is under no obligation to grant any exception.

The Proposal Review Committee will develop a rating system that may or may not contain a point system. Each reviewer shall rank each proposal according to the individual reviewer's judgment as to the relative merits of the competing proposals.

The Proposal Review Committee will rank those proposals that meet the minimum qualification in order by score and forward a list of up to three proposals to the County Administrator. The County Administrator will choose from the list of qualified proposals and may recommend a primary and back-up proposal to the Sumter County Board of County Commissioners. The decision of the Sumter County Board of County Commissioners is final. At any stage, the authorized party may reject any and all proposals, ordering the RFP process to be repeated.

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