

**Request for Proposal Guidelines for
Ambulance Service Providers
Regarding Contracted Emergency/911 Response in Sequatchie County,
Tennessee**

Sequatchie County, acting by and through its Board of Commissioners (hereinafter called "the Board"), is empowered by TCA 7-61-101 to provide ambulance service to the public and/or to license, franchise, or contract for private operators or non-profit general welfare corporations to provide emergency ambulance service within the geographical limits of Sequatchie County, Tennessee in order to protect public health, safety and welfare.

Sequatchie County is seeking the highest quality, most reliable Advanced Life Support ambulance service at the most reasonable price, and under this agreement the relationship between Sequatchie County and the Contractor should always be one of cooperation and not conflict.

Proposal Guidelines:

1. Sequatchie County has caused to solicit Requests for Proposals (RFP) from Ambulance Service providers to fulfill the contractual obligations set forth within this document regarding the transportation of sick and injured persons on an emergency and non-emergency basis within Sequatchie County or any other area approved by the County Commission.
2. **Award:** While the County is entertaining contracts for these services, it will not be bound to award a contract. Award will be made to the contractor offering the most advantageous proposal. The criteria are not listed in any order of preference.
The County will contact and evaluate the contractor's and subcontractor's references; contact any contractor to clarify any response; contact any current users of a contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
 - a. The County will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.
 - b. The County will be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the contractor submitting the lowest total price and to negotiate with any or all contractors. Contractors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the contractor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.
 - c. Award will be by means of a written agreement with the successful contractor. A Notification of Intent to Award may be sent to any contractor selected. Negotiations will be confidential and not subject to disclosure to competing contractors unless an agreement is reached.

3. **WAIVING OF INFORMALITIES:** The County reserves the right to waive minor informalities or technicalities when it is in the best interests of the County. If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price. The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect will in no way modify the RFP documents.
4. **PROPOSAL FORMAT:** The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated contractor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and make part of the evaluation file. The County shall have sole responsibility for determining a reliable source. The County reserves the right to conduct written and /or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and additional information to make an award that is in the best interest of the County.
5. **OMISSION OF INFORMATION:** Contractors are hereby cautioned that failure to include any information requested may be just cause for rejection of proposal.
6. **PRICING:** It is the desire of the County to pay no subsidy, but, the Contractor shall provide a proposed cost, if any, in accordance with this RFP attached hereto and incorporated by reference.
7. Each interested contractor must submit a proposal no later than **4:00 p.m., Wednesday March 12, 2014**. No late proposals will be accepted. Contractors are allowed and encouraged to submit alternate proposals in an effort for Sequatchie County to secure the highest quality and reasonably priced service available. Sequatchie County reserves the right to negotiate with the contractor providing the best and most reasonable proposal.
8. ALL proposals must be in a sealed envelope, labeled clearly on the outside "Ambulance RFP" and addressed to:
Ambulance RFP
ATTN: Sequatchie County Executive
Sequatchie County Courthouse
22 Cherry Street
Dunlap, TN 37327

The Emergency Services Committee shall then evaluate and determine which proposal is best as submitted, and will make a recommendation to the County Executive to enter into contractual agreement for the specified services. All vendors submitting proposals will be notified by mail or by telephone when award is made.

Sequatchie County may request oral presentations from any or all proposing vendors, and shall be governed according to rules and time limits set forth by Sequatchie County.

9. The County and Contractor contemplate that the Contractor shall act as an independent contractor in the performance of duties incumbent upon the Contractor hereunder and shall render emergency and non-emergency ambulance service subject to the terms, conditions, restrictions, obligations, and regulations as established by the County and the Tennessee Department of Health, Division of Emergency Medical Services.
10. **Terms of Contract:** This agreement shall become effective at 07:00 AM May 1, 2014 and shall continue as fully binding upon the parties one to the other for a period of five (5) years expiring at midnight on May 1, 2019.
11. **Renewal:** This contract shall have the option of automatic renewal at the end of the term limit, except where either party shall notify the other in writing no later than 120 days prior to the date of expiration. Should Sequatchie County choose to re-bid the contract at the end of the term it may do so for no other purpose than to secure the best interests of Sequatchie County and does not necessarily indicate unsatisfactory service from the contractor.
12. **Assignment:** The Contractor may not sub-lease, sell, convey, assign, or otherwise transfer his interest in the contract without the official approval of the Sequatchie County Commission.
13. **Subcontracting:** If the proposer intends to use subcontractors to fulfill any portion of the services requested, submitters must detail the identity of the subcontractors and the services they would perform. Sequatchie County maintains the right to reject an award based on poor performance history of subcontractors.
14. **Duties of Contractor:** It shall be the duties of the Contractor under this agreement to do and perform the following:
 - a. Provide twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, emergency and non-emergency ambulance service to any person with medical necessity requesting such service within the limits of law and within the boundaries of Sequatchie County.
 - b. Perform such emergency ambulance service in an efficient, properly expedient, lawful and professional manner so as to accomplish the purposes for which this Agreement is entered into and to provide the emergency ambulance services necessary to contribute to the health and welfare of the people of the County.
 - c. Provide and maintain an adequate and sufficient force of personnel to provide the services herein contemplated in order to make immediate response to requests for emergency ambulance services by anyone soliciting the same from within and from a location within the boundaries of Sequatchie County:

1. A minimum of one 24-hour Advanced Life Support (ALS) Unit as defined by the Tennessee Department of Health, Division of Emergency Services is available at all times including when the primary unit is on a call or performing patient services. Sufficient back-up (stand-by) units shall be in place to fulfill call volume or loads as needed.
 2. Each ambulance unit shall have the proper equipment to support such ALS operations.
 3. A minimum of two (2) reserve units shall be immediately available to be utilized where a front-line unit is mechanically or otherwise unable to be utilized.
 4. Other additional units and staffing shall be at the discretion of the Contractor.
 5. Such billing, clerical, dispatch and support staff to support such ALS services.
 6. At least one (1) EMT and one (1) EMT-Paramedic shall be on each emergency run (and such further requirements as defined by the State of Tennessee to maintain an "A" Classification. **Contractor must maintain a "A" classification rating at all times.**
 7. Provider must be in good standing with the state licensing agency and provide any and all state or federal complaints, incidents or fines levied against the provider for the past five years. Heavy consideration will be given to ambulance service providers that are accredited by the Commission On Accreditation of Ambulance Services (CAAS) within the local operating area.
- d. Contractor will provide patient transport services to convalescent and indigent citizens, to and from the Sequatchie County Jail, as well as transport services for the County Medical Examiner when requested. Contractor will not discriminate in any way regarding race, color, religion, or creed when providing any service related to this contract. Contractor cannot refuse transport to any patient at any time for any reason to nearest appropriate medical facility.
- e. Establish, maintain, equip, and properly supervise a base of operations in a stable and fixed location within the boundaries of Sequatchie County. No non-county-owned site for an ambulance station may be used as such without the express consent of Sequatchie County.
- f. Have trained personnel who are familiar with the geography of Sequatchie County so that such personnel will have knowledge of roads, residences, and other landmarks of Sequatchie County in order to promote efficient response to requests for emergency ambulance services.
- g. Keep all **ambulances** and associated equipment neat, clean, fully supplied to the degree required by the State of Tennessee Department of Health, Division of Emergency Services and at all times be in a state of maintenance and repair, and shall include:

1. Maintain an electronic verification of daily maintenance and inspection of areas including but not limited to a daily pre-trip inspection check and record of all ambulances operating within Sequatchie County.
 2. Provide an electronic fleet maintenance record verifying all required preventative maintenance, including date and costs of all repairs and a log record, pertaining to the ambulances. This electronic record shall be accessible to Sequatchie County officials upon request.
 3. Have vehicles repaired or parts replaced within a reasonable time after such inspection as may be noted on the inspection report as needing repair or replacement.
 4. If, at any time, a maintenance pre-trip inspection shows a vehicle to be substandard in any way, it shall be the immediate responsibility of the Contractor to correct such and report and record such in the maintenance log. Any mechanical, electrical, or body repairs of any sort, or to any degree, shall be the total responsibility of the Contractor to correct and shall bear the total costs for such repairs.
 5. Make available, upon request, by the county mayor or county commission, quarterly reports to the Board or its designee any such maintenance, trip logs, or other such records mentioned in this section.
- h. Provide an Advanced Vehicle Locator (AVL) System with Global Positioning System (GPS) tracking capabilities, loaded with the most current Sequatchie County GIS data in each vehicle, for purposes of providing In Vehicle Mapping for emergency medical services personnel at all times.
 - i. Provide electronic medical supply inventory tracking on each vehicle, supply room, and medical bags. Electronic medical supply inventory must be capable of providing real time reporting of narcotics tracking, drug and ambulance supply inventory as well as equipment readiness status. Access to electronic inventory records shall be available to Sequatchie County upon request.
 - j. Each vehicle supplied for operation within Sequatchie County must be equipped with an in vehicle video recording device such as Drive Cam; Digital Ally; or similar system to insure the safe operation of emergency vehicles.
 - k. Provide adequate, safe, skilled and efficient emergency medical care at the scene of any accident or illness or infirmity upon discovery thereof or upon request thereof and provide such care during transportation from the location of the person or persons such care to a hospital or other health care provider location to which such person or persons shall be transported and perform such care and transportation to render life sustaining medical care.
 - l. Provide insurance coverage for Unemployment Compensation and Worker's Compensation as required by law on all employees of the Contractor, as well

as abide by all applicable laws concerning the affordable health care act as it pertains to employee health insurance.

- m. At all times insist upon, enforce and maintain among all employees of the Contractor a standard of professional conduct so as to comply with all regulations, certifications requirements and ethical standards as established by the Tennessee Department of Health, Division of Emergency Medical Services, or any of its regulatory agencies involved therewith.
- n. Supply the Sequatchie County Board of Commissioners with a yearly Community Report detailing all aspects of the Ambulance Service within Sequatchie County.
- o. Be responsive to suggestions from the Sequatchie County Mayor and Board of Commissioners as well as certified staff of emergency rooms and/or associated hospitals, so long as such requests do not violate this contract or any rule or regulation of the Tennessee Department of Health, Division of Emergency Medical Services.
- p. The Contractor shall conduct himself and see that his employees conduct themselves in a professional manner and comply with all regulations, certifications, and provisions of the Tennessee Department of Health, Division of Emergency Medical Services at all times, and shall maintain all such required permits and licenses for ambulance service operation. If an employee shows inadequate, unprofessional, unethical or otherwise inappropriate behavior, it shall be the responsibility of the Contractor to take appropriate actions and upon failure to do so within 30 days of notification, the Sequatchie County Commission may declare this contract to be breached.
- q. Be totally responsible for their own bookkeeping, billing and collection of monies owed to him due to ambulance calls (emergency and convalescent), to be done in an appropriate and honest, straight-forward and professional manner. Any dispute shall be decided by the Sequatchie County Board of Commissioners with the assistance of the party involved as set out in item "p" below.
- r. See that adequate response time for emergency calls is made as described. Sequatchie County shall analyze data from each questionable case in order to determine the presence of any mitigating factors either in support or denial of proper procedure on the part of the Contractor, and the decision of the Sequatchie County Commission shall prevail. The Provider must meet an average 12 minute response time standard.
- s. Contractor shall hold Sequatchie County harmless and indemnify the County for any and all liability incurred by reason of negligent or intentional omissions of the Contractor or his employees. The Contractor shall maintain the following minimum insurance coverage throughout the terms of the contract:

1. **General Liability: \$1,000,000 for each Occurrence & \$2,000,000 Aggregate**
2. **Business Auto: \$1,000,000 Combined Single Limit (Any Auto)**
3. **Professional Liability \$1,000,000 per occurrence with \$2,000,000 Aggregate**
4. **Umbrella of \$5,000,000 (with underlying coverage for the GL, Auto, WC, Professional)**
5. **Workers Compensation of \$1m/\$1m/\$1m**

A Certificate of such insurance coverage shall be provided to the Sequatchie County Executive's Office prior to contract approval.

- t. The Contractor agrees to comply in all respects to the Fair Labor Standards Act and all other regulations promulgated by the US Department of Labor or other regulatory agency.
15. **Termination of Contract:** If, during the term of this contract, the Contractor fails to provide the contracted services for any reason including, but not limited to: mere refusal to perform, substandard employee performance, consistent poor response times, loss of certifications, and if, in the opinion of a majority of the Sequatchie County Commission, the poor performance of such services creates a danger to the well-being of the residents of Sequatchie County, the Sequatchie County Commissions or its designee will give 30 days for the Contractor to improve performance to the satisfaction of a majority of the Sequatchie County Commission. If sufficient improvement of poor performance is not corrected, the Sequatchie County Commission may terminate this contract with thirty-day (30) day written notice to the contractor, and shall have the power to immediately pursue a contract for replacement services.
 16. **Complaint Procedure:** A complaint against the ambulance service will only be considered by the Sequatchie County Emergency Services Committee if such is placed in writing and signed by the complainant. It shall only be considered if the person making the complaint is directly involved in the complaint case or was an eye-witness, beyond any doubt, to such a complaint situation. A copy of the complaint shall be filed with the County Executive's Office within 15 days of the occurrence. If a continued pattern of complaints exist, and the Sequatchie County Emergency Services Committee finds the Contractor at fault, it may choose to forward a recommendation to the Sequatchie County Commission to terminate the contractor for breach of contract, or issue fines or sanctions not to exceed \$5,000 per sanction. All sanctions, whether written or monetary, shall be taken under consideration at time of renewal.
 17. **EMS Personnel:**
 1. Each paramedic (EMT-P) will obtain and maintain certification and licensing as follows: (1) a valid Tennessee Drivers License with F endorsement, *or equivalent*, (2) a valid Tennessee Paramedic License, (3) American Heart or Red Cross CPR training for all levels of care, (4) Advanced Cardiac Life Support, Pre-hospital Pediatric Advanced Life Support, Trauma Certification Course.

2. Each Emergency Medical Technician (EMT) will obtain and maintain certification and licensing as follows: (1) a valid Tennessee Drivers License with F endorsement, (2) a valid Tennessee EMT license, (3) American Heart or Red Cross CPR training for all levels of care.
18. **Retention of EMS Personnel:** The Sequatchie County Commission requires that the Contractor agree to pay competitive wages with regard to surrounding counties, and that the Contractor agrees to hire those EMS employees formerly employed by the former ambulance contractor who wish to continue in that work insofar as it is possible to do so, and are deemed sufficient, for a general probationary period of 180 days. The purpose of this section is to retain personnel with geographical knowledge of the County, to ease the transition of employees through a change in service, to prevent loss of employment within Sequatchie County, and to enhance overall employee morale.
19. **References of Prior Business:** Contractors submitting a Proposal shall include no less than three references of public or private agencies for which the Contractor has provided Ambulance Service in the past 10 years. These references shall include dates of service, name, physical address, and phone number of each agency. The proposer should also present the company's mission statement and a narrative of the company's history.
20. **References from Erlanger Health Systems:** Sequatchie County has entered into a partnership agreement with the Chattanooga-Hamilton County Hospital Authority i.e. Erlanger Health System, to provide an Emergency Room and Emergency Medical Services oversight in Sequatchie County. Vendors submitting a Proposal shall include a letter of approval from the Chattanooga-Hamilton County Hospital Authority, i.e. Erlanger Health System, listing them as a "Preferred Provider" for the authority.
21. **Billing Rates:** Vendor shall set all billable rates within reasonable limits which shall be comparable to the counties bordering on Sequatchie County. The Vendor shall maintain a current billing schedule on file and available to any request from Sequatchie County. Any rate increase shall be submitted to Sequatchie County 30 days before effective date of price increase. Rates shall be set at governmental approved rates and/or at a level which will fund the providing of ambulance services. Any increase must be based upon a detailed financial report indicating the need for the increase.
22. **Response Time:** Response time shall be measured from the time when 911 Communications Center notifies the ambulance service until the time the ambulance service arrives at the indicated address. Only calls that were dispatched with ambulance services rendered shall be used to calculate response times. Ninety percent (90%) of all emergency responses shall be performed in 12 minutes or less. Exemptions may be made to response time standards when approved exceptions exist as approved by the Sequatchie County Emergency Services Committee.
23. **Dispatching:** All emergency calls shall be dispatched through Sequatchie County E911. Administrative and non-emergency calls shall be dispatched through the providers own network or system as not to unnecessarily burden the E911 system.

24. **Breach of Contract/Sanctions:** After a full investigation, the County Commission shall have the right to impose sanctions on the provider not to exceed \$5,000 per incident, or declare a breach of contract after a 30 day period of correction has been provided. A breach of contract shall exist if but not limited to the following:
- a. Falsification of records or other information supplied to Sequatchie County
 - b. Failure to maintain a Class "A" Service rating, or failure to meet State or County requirements regarding ambulance service operations
 - c. Finding that suspected indigents (defined as persons who by reason of appearance, speech, address, or other factors indicates that he or she cannot pay for ambulance service) are referred to other ambulance providers
 - d. Failure to keep appropriate records
 - e. Consistently poor response times
 - f. Any other violation of the terms and conditions of the Contract.

Sequatchie County may not and will not arbitrarily declare a breach of contract or sanctions, without sound evidence and will allow contractor the opportunity to prove otherwise. All sanctions, whether written or monetary, shall be taken under consideration at time of renewal.

ADDITIONAL INFORMATION

Any provision/rule/regulation or statement of this contract that is in conflict with the rules/regulations, statements or provisions of the Tennessee Department of Health, Division of Emergency Services is superseded by such.

Each Contractor submitting a proposal shall base such proposal on "Class A" service requirements in accordance with TCA General Rules, Chapter 1200-12-1.

OTHER REQUESTED INFORMATION

Other General Information to be provided by vendors submitting proposals:

1. What is your standard hiring process?
2. What is your field training process for new hires? How will employees be provided with geographical knowledge of Sequatchie County, as well as locations of all medical facilities?
3. What employee benefits will you offer?
4. What is your policy to provide ambulances for special events, such as sporting events, county fairs, non-profit events, etc?
5. What Community Outreach will you offer to Sequatchie County?
6. What is your standard ambulance maintenance and rotation policy?
7. What is your procedure for handling complaints about ambulance service?
8. What other additional services will you provide to Sequatchie County Citizens?
9. What is your bad-debt, private-pay collection process?
10. Provide a detailed account of your current rate structure.
11. If selected, how long will it take to be fully operational?