

**Request for Proposal (RFP) for Emergency
Medical Service (EMS) for Polk County
Board of Commissioners, Benton,
Tennessee**

Issue Date: 08/15/2024

**Submission Due Date:
09/10/2024, by 7:00pm**

Polk County

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Section 1 Introduction

The purpose of this document is to establish an exclusive contract for the provision of Advanced Life Support Emergency Medical Service response for 911 emergency calls within Polk County, Tennessee.

1.1 Submittal Costs and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The County is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the County. Labeling information provided in submittals "proprietary" or "confidential," or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

1.2 Award Conditions

This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the County and does not obligate the County to procure or contract for any services. Neither the County nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the County and a party containing such terms and conditions as are negotiated between those parties. The County reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in response. Upon receipt and review of responses, the County will determine the parties and proposal, that in the sole judgment of the County, is in the best interest of the County (if any is so determined), with respect to the evaluation criteria stated herein. The County then intends to conduct negotiations with such parties to determine if a mutually acceptable contract may be reached and while doing so may use ideas expressed in any proposal.

1.3 Evaluation of Submittals and Qualifications

Evaluation of submittals and firms' qualifications will be conducted by the Polk County Administrative staff. The selection will be based solely on the staff's belief in what is best for the citizens of Polk County. Proposers understand and accept that by responding to this solicitation, they are willingly participating in this process that consists to some degree of subjectivity on the part of the Administrative members in determining the firm(s) capable of providing the best overall solution.

1.4 Communication

All communication regarding this RFP process shall be directed to the County Administrator for this project. Any firm attempting to interfere with the selection process such as communication with one or more member(s) of the Polk County Board of Commissioners or parties affiliated with Board of Commission members to influence their judgement will be permanently disqualified from consideration.

County administrator name: Robby Hatcher (County Ex.)
Phone: (423) 338-4527

1.5 Timeline

Proposals must be received by _____, at 12:00 p.m.

Board of Commissioners (BOC) staff opens bids on.....

Bid Award will be announced at the September County Board of Commissioners meeting on 9-19-2024 at 7:00 pm at the Courthouse in Benton, TN

Section 2- Scope of Work and Practices

Provides a brief description of the project and list of services and products requested that, while not comprehensive or complete in nature, will provide the Polk County BOC with proposals that can be easily compared.

It is the intent to ultimately enter into an agreement with the Emergency Medical Service provider that ensures the prescribed services be available on a 24-hour per day basis, seven (7) days per week, and 365 days per year.

2.1 Background and Service Area

Polk County is approximately 434.6 square miles with a population of 17,863 (2022). Within the boundaries of Polk County there lies approximately 10 Cities. The territory consists of both municipal and rural areas. All 911 calls placed in Polk County are currently answered by the Polk County 911 Dispatch Center. The Center then dispatches the appropriate agency. The 911 center does not have Emergency Medical Dispatch (EMD) capabilities.

2.2 Call Data for period of January 1, 2023, to August 1, 2023

Total Calls: 4033

AMA(Against Medical Advice): 230

2.3 Emergency Medical Service provider responsibilities

It is expected that any potential Emergency Medical Service (EMS) provider will be duly licensed and meet and/or exceed all professional and/or legal standards of licensing as an Emergency Medical Service provider in the State of Tennessee. Emergency Medical Service providers shall be knowledgeable of and familiar with EMS rules, regulations, and laws as promulgated by the State of Tennessee, Department of Public Health, Office of Emergency Medical Services, and Trauma before responding to this RFP.

This will be a performance-based contract. Evaluations will be performed monthly for the first six (6) months and quarterly thereafter. The provider must obtain a performance bond before signing the contract.

A contract will be entered into with the awarded Emergency Medical Service provider for an initial period of one year. Upon written agreement of the parties, the contract may be renewed at the sole discretion of the County for up to two (2) additional one (1) year term for two (2) consecutive years, with a 3% increase on each additional year after the first two (2) years. The Polk County will ask for the one (1) year terms to be renewed 6 months prior to the end date of the prior contract in order to place the rebid out if necessary.

Emergency Medical Service provider will transport, at no charge to Polk County, any and all County employees, personnel, and inmates, including, but not limited to, elected and appointed officials, constitutional officers and staff, volunteer firefighters, and public safety personnel who require emergency medical services. This provision shall also include, but not be limited to, any and all elected or appointed officials, employees, personnel, prisoners, firefighters, and public safety personnel of any and all municipalities located partly or wholly in Polk County.

The Emergency Medical Service provider must provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency calls referred to the Emergency Medical Service provider by the County. It is required that the EMS Provider have a physical base of operations located within the boundaries of Polk County on a 24-hour, 7-day-a-week, 365 days a year basis. The four (4) units will remain in our county and will not be used in an adjoining counties for non-emergency purposes, such as return home trips, transfers or doctor office visits. The units can be used in a mutual aid situation as needed as long as it does not put our county at level 0.

Each ambulance placed in service for coverage will have at least one paramedic-level provider and one other provider licensed to respond to 911 calls as allowed by the Rules of the Department of Public Health, Chapter 511-9-2.

The Emergency Medical Service provider will meet or exceed executing an Eight (8) minute and 59 seconds response time for 90 percent of all 911 responses within 3 miles of the city limits of Benton and Ducktown.

The Emergency Medical Service provider will participate in and be subject to any Mutual Aid agreements as directed by the BOC.

The Emergency Medical Service provider will also provide communication devices compatible with the Polk County radio system for all EMS vehicles and personnel.

The Emergency Medical Service provider will provide one team member to participate in the 911 Advisory Board in Polk County.

2.4 Insurance Provisions

The Emergency Medical Service provider shall maintain, at its expense, professional liability and commercial general liability insurance in an amount equal to at least \$1,000,000 for each claim and at least \$3,000,000 in aggregate; workers' compensation insurance, with limits of not less than the statutory required limits for workers' compensation in the state of operation; auto liability insurance in an amount not less than one million (\$1,000,000) per accident for bodily injury and/or property damage, and professional liability insurance in an amount not less than one million dollars (1,000,000) for each claim, which may be provided through its customary self-insured retention fund. Such insurance shall name Polk County as an Additional Insured and shall not be cancelable except upon thirty (30) days prior written notice to the County.

No vehicle will be operated by the Emergency Medical Service provider or any of its employees, agents, or representatives unless there is insurance coverage in effect as provided herein.

The Emergency Medical Service provider will provide Polk County with evidence of all coverage, including excess coverage, in the form of Certificates of Insurance.

2.5 Required Meetings

The Emergency Medical Service provider shall provide representatives to meet with BOC officials, as may be requested, to review system issues and Emergency Medical Service performance. The BOC agrees to give reasonable notice of such meetings.

Furthermore, the Emergency Medical Service provider shall attend all required meetings held by EMS organizations or regulatory agencies.

2.6 Required Reports

The following reports shall be provided to the BOC on a monthly, quarterly, or annual basis, as will be determined:

Bio Spatial Data:

- Response time compliance.
- Total responses.
- Total patient refusals.
- Distribution of responses by time of day and day of week.
- Summary of patient complaints (situation found).
- Breakdown of all calls by category to include ALS, emergency transfers, and air ambulance services.
- Copies of any motor vehicle investigations involving an EMS vehicle owned by the Emergency Medical Service provider while on a 911 call originating in Polk County.
- Mutual aid into or out of Polk County.
- Total fuel used monthly.

Operational Data:

- Financial statements regarding operations in Polk County.
- Training of personnel in the use of an E-PCR system, as well as any other training related to EMS licensure.

2.7 Staffing Requirements and Employment Practices

Sufficient staffing levels of qualified Ambulance Services shall be maintained to ensure response times and required paramedic levels are met. The Emergency Medical Service provider shall always provide adequate supervision of all personnel and operations.

At least four (4) ambulance crews must be staffed for use in Polk County. Each ambulance will be staffed to the Advanced Life Support level. One of which will be staffed at the Paramedic Level.

Each station will house at least one Advanced Life Support ambulance. The stations are located at:

- Ducktown: 144 Medical Center Drive Suite C, Copperhill, TN 37317
- Benton: 4867 Hwy 411 Cleveland, TN 37323

Shift change shall occur at each respective station. Every effort should be made to keep coverage in the station area whenever possible. At the beginning of each shift, each crew should announce over the radio that the crew is in service and are available to receive calls. Each time that a unit is taken out of service for any reason the crew should advise dispatch of this on the radio so that it is recorded into the cad system.

In the event of emergency transports from Polk County by Ambulance Provider, one (1) ambulance must be physically located in Polk for emergency calls, unless approved by the County Administrator.

The Emergency Medical Service provider shall participate with the BOC in a PSA campaign to inform residents of the new service in the lead-up to the deployment of the service.

2.8 Ambulance Fees and Guidance for Rate Increases

The Emergency Medical Service provider shall be entitled to charge patients for the services rendered according to the patient fee schedules included and proposed by the Emergency Medical Service provider 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. The Emergency Medical Service provider may not deviate from or alter the established fee schedule without prior written authorization by the BOC. All emergency transport rates shall be based on the patient's condition or the services rendered.

The Emergency Medical Service provider 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 during 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 may be charged to the patient.
- Mileage rates.

The Emergency Medical Service provider shall conduct all billing and collection functions for the EMS system. The provider may engage, at its sole expense, a third-party agent to provide EMS billing and collection services. The third-party service is required to comply with all rules imposed by the BOC on the Ambulance Service.

Section -3 Proposal Format

Introduction

The Emergency Medical Service provider shall provide a brief understanding of the County's needs and the Emergency Medical Service provider's capability to perform the services described in this RFP. The Emergency Medical Service provider shall also provide a summary of their proposal, focusing on the highlights of their plan.

Respondents shall organize their submissions in such a way as to follow the general evaluation criteria as listed below:

3.1 Company Information

Provide all vital and accurate information relating to corporate information as registered with the State of Tennessee and the federal government. Such information shall include, at a minimum, but not limited to:

- Company history- Years in business, nature of business, locations of business, location of headquarters, number of employees, nature of business plan
- Name of company as it appears on the Ambulance License
- Authorization to conduct business in Tennessee (Ambulance License)
- Corporate Address/Mailing address
- FEIN and Corporate Identification
- Contact person for the company
- Name and Title of person authorized to sign legal documents on behalf of the company.

3.2 Operational Documents

Provide copies of the following documents:

- A signed statement authorizing submission of the proposal.
- A signed statement from the Chief Executive Officer (CEO) of the Emergency Medical Service provider stating that the provider can begin operations on October 1st, 2024, at 0001 hours.
- Insurance coverage.
- Ambulance Service's proposed Policies and Procedures, ambulance equipment/inventory list, and organizational structure and staffing levels.

- Ambulance Service’s operating medical protocols.
- Ambulance Service’s Medical Director.
- Ambulance Service’s Infection Control Policy.
- Letter(s) of reference where the Emergency Medical provider provides E-911 service.

3.3 Rate Structure

Provide a comprehensive rate schedule for all services, materials, medications, and other actions or items that may be billed to patients during their treatment and transport. (See Section 2, 2.8 for details)

Additional Considerations:

1. Polk County shall provide suitable quarters for the Emergency Medical Services provider to house its personnel and equipment during the contract term at no cost. The Emergency Medical Service provider shall be responsible for its own utility expenses and other expenses incurred, including cleaning and routine interior maintenance. The Emergency Medical Services provider shall be permitted to erect a sign that meets all local regulations regarding size and placement at the stations, signifying that location as an EMS Station. Any changes to the stations or location of the stations must be agreed upon and approved, in writing, by both parties.
2. Polk County shall provide all search, rescue, and extrication at no cost to the Service provider.
3. The Emergency Medical Service provider will provide First Responder training to the emergency responders in Polk County at no cost.
4. The EMS Service will replace any chargeable item used by the Polk County First Responders on a call while assisting the Emergency Medical Services provider.
5. Polk County employees injured on the job and transported by the Emergency Medical Services provider shall provide complete billing information for Workers Compensation Insurance, and the EMS provider shall bill the WC Insurance Provider.
6. The selected provider will purchase all fuel from the Polk County Fuel System.

7. Therefore, if there is a breach of the contract between the Polk County or the service we are in contract with. The party at fault will receive a one hundred twenty (120) day notice that the contract is no longer viable and will have the 120 days to finish their term.
8. If the service we are contracted with is found breaching the contract for more than 10 days consecutively. The Polk county commission will invoke a \$2500.00 fee against said service. If the service continues to breach the contract over a period of time, each span of 10 days will cost \$5,000 dollars. Once they have reached 30 days and the fee amount of \$7,500 dollars, the Polk County commission will therefor invoke the one hundred twenty (120) day notice to the contracted service.

Proposal for Ambulance Services for the Polk County Board of Commissioners will be received at the County Commissioners office at:

Any EMS provider bidding on this proposal will be allowed to present to the Polk County Board of Commissioners on. If the request is made to the County Administrator in writing at the time their proposal is submitted.

The Polk County Board of Commissioners reserves the right to reject any proposals, waive any informalities, or award the contract in the best interest of Polk County, Tennessee.

