



Brown County, Texas

Request for Proposals

for

Emergency Medical Services/Ambulance
Services

Service Beginning January 1, 2024

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APPENDIX 1

APPENDIX 2

APPENDIX 3

I. INVITATION TO SUBMIT PROPOSALS

Brown County and the cities of Brownwood, Early and Bangs, Texas are seeking proposals for the provision of emergency ambulance services (EMS) and other ambulance services within the county. The successful proposer will be granted a contract for an initial period of three (3), beginning, January 1, 2024 and shall be automatically renewed for up to three (3) one-year extensions, subject to written notice to non-renew being delivered by either Brown County or the successful proposer to the other party at least one hundred and eighty (180) days prior to the end of the then current three year term or the one year term, if extended.

Section 252.022(a)(2) of the Local Government Code provides an exemption to competitive bidding for any procurement that is necessary to preserve or protect the public health or safety of its residents. It has been determined that contracting for ambulance services falls within the public health or safety exception. See Op. Tex. Att’y Gen. No. M-806(1971). Therefore, after Brown County receives a proposal for the provision of emergency ambulance services (EMS) and other services, Brown County, along with the cities of Brownwood, Early and Bangs may collectively negotiate on any proposal it receives. All proposals will be submitted to:

Joel Kelton
Brown County Commissioner
c/o T'Anna Adams
Brown County
200 South Broadway #322
Brownwood, TX 76801
Phone: (325) 643-1985

tanna.adams@browncountytexas.org

All proposals shall be sent to Brown County no later than March 20, 2023

A. Schedule of Events

The following table provides information about the schedule for this procurement process at the time of RFP release:

RFP available for issue	February 20 2023
Proposals due	March 20, 2023
Proposal evaluation and scoring	March 20– April 1, 2023

Credentials verification and negotiation	April 1 – April 20, 2023
Approval/Final contract signed	May 1, 2023
Contract implementation	January 1, 2024

B. Over view of the System

The current system is best described as a multi-jurisdictional emergency ambulance contract with a single provider operating in the 9-1-1 and non emergency (non 9-1-1) market segments. Brown County, in conjunction with the cities of Brownwood, Early and Bangs will contract exclusively with a single contractor for the 9-1-1 and non-emergency (non-9-1-1) segment, whereby the contractor will have certain market rights, is expected to perform under a performance agreement, and except for any identified subsidy is expected to maximize compensation through its own billing and collection efforts.

Market rights for non-emergency (non- 9-1-1) ambulance services are regulated but a single other provider provides transports for the Veterans Administration in the coverage area.

1. Service Area

The boundaries are the jurisdictional boundaries of Brown County, including without limitation the incorporated cities of Brownwood, Early and Bangs.

2. First Responders

The City of Brownwood Fire Department (BFD) is a paid municipal department and responds first response, to all emergencies within the City of Brownwood. The City of Early Fire Department (EFD) is mostly a combination department that responds within its city as well. There are nine (9) other volunteer fire departments/first responders that respond when available in their respective zones. Medical helicopter services are available for response in the county. The provision of air services is not part of this RFP.

3. Communications Center

The City of Brownwood's 9-1-1 Communication Center handles all fire, police and medical requests for emergency assistance. Currently, this center dispatches the first responders and transfers the callers to the Contractor who provides off site priority dispatch and the dispatch of the ambulances.

4. Medical Facilities

Hendrick Medical Center Brownwood (HMCB) is a general medical and surgical hospital. This hospital provides the destination for virtually all of the scene ground transports originating in the county.

5. Historic Service Volumes

9-1-1 and other call/transport volume information for a recent 12 month period will be available to all bidders. This information is provided by the current Contractor and has not been verified and the county cannot guarantee the accuracy of the information. Bidders are cautioned to develop their own models and projections regarding this market information. (Appendix 1.)

C. Parties Functional Responsibilities

The county offers a contract in return for clinically excellent, response time compliant professional EMS services. Although the county, its city partners and the hospital may provide subsidy revenue to the contractor, the contractor will derive and maximize its operating revenue from user fees. The division of functional responsibilities in this EMS system is designed to achieve the best possible combination of public interest and industry expertise when viewed from the patient's point of view.

1. County's Functional Responsibilities

The county will develop an ambulance committee who will provide operational and medical oversight and regulation for the system. Under this system, the county and this committee has the following responsibilities:

- Contract for all emergency and non-emergency ambulance services with a single provider of ambulance services for the system, subject to approval by the partner cities and/or HMCB.
- Represent the public interest of its constituents
- Provide the mechanism to collect and distribute system subsidy, if necessary
- Monitor compliance and enforce contractual terms
- Oversee and approve the Contractor's quality programs and reporting and suggest/approve protocol changes
- Temporarily replace the contractor in case of non-performance
- Convey exclusive ambulance service contract rights to the contractor
- Regulate rates and fees for EMS services to the extent allowed by law
- Conduct periodic competition to select an operations contractor
- Provide the mechanism to collect and distribute system subsidy
- Conduct periodic competition to select an operations contractor

2. Contractor's Functional Responsibilities

Under this system, the contractor will furnish and manage EMS dispatch, field operations, and accounts receivable services including but not limited to:

- Employment of dispatch and field personnel
- Supervision and management of the contractor's employees
- Provision and maintenance of the vehicles and equipment necessary to provide the specified services
- Development and management of an internal quality improvement system, as well as participate in any System Quality Improvement (QI)
- Purchasing and inventory control
- Support services necessary to operate the system
- Accurate completion and timely submission of approved clinical and billing related data
- Meeting contractual response time and other performance requirements in compliance with all applicable law, including but not limited to: State regulations, the ambulance contract, the System Standards of Care and approved Medical Protocols
- Participate and cooperate with medical audits and investigations with timely responses and completion of assigned tasks
- Report contract compliance, while providing a verifiable audit trail of documentation of that performance
- Provide patient billing and collections service
- Provide indemnification, insurance, and other security as stated in this document and the final contract
- Provide appropriate offices and facilities within the county
- Coordinate Medical Protocols with HMCB and HMCB's medical director, such protocols to be subject to HMCB's approval, such approval to not be unreasonably withheld
- Ensure that Transfer Services requests made by HMCB are done in a timely manner, i.e., 60 minutes or less, or HMCB may use another provider

The system design places the responsibility for operational performance, and all of the factors of production necessary to cost effectively achieve that performance, under the contractor's control.

II. MINIMUM QUALIFICATIONS & DOCUMENTATION OF CREDENTIALS

Overview

This section describes the minimum qualifications that a proposer must meet to be eligible for contract award. This process will require the submission of a single proposal document containing both the proposer's credentials statement and detailed service proposal.

Credential statements will be evaluated to establish the relative strength of each proposer in the areas of analogous experience, financial strength and stability, and documentation of regulatory compliance. Proposers are cautioned about submitting incomplete or unresponsive credentials statements or proposals. Incomplete or unresponsive credentials or proposals will not be considered.

A. The county will conduct a verification of the credentials and qualifications of the proposers. The county, its partner cities and/or HMCB may negotiate on any proposals received that it deems to be in the best interests of the county, its partner cities and/or HMCB until a contract is agreed upon. . Standard Method for Qualifications

Proposers must provide detailed information and supporting materials to enable the county to fully evaluate their qualifications. Proposers having multiple sites may use information from any site to establish qualifications. However, information presented which does not reflect the experience of the operational site responsible for performance under this proposal shall be noted.

Should any group of entities submit a proposal as a joint venture, or should any proposer propose to use a subcontractor to fulfill obligations specified in this RFP, any information presented which does not reflect the experience of the operational unit submitting the proposal shall be so noted.

1. Analogous Experience

The preferred method of demonstrating analogous experience is that each proposer shall provide the following: Documentation clearly demonstrating that the proposer has experience managing a full service (emergency and non-emergency) ambulance service. Information should include a list of communities in which the service is operated, name(s), address (es) and phone number(s) of the Medical Director(s) and contract officer(s) or designated public official(s) with oversight responsibility. Documentation of independently verifiable maximum (fractile) response time performance, the number of responses provided in each of the last two years, and a brief description of the community, its EMS system, and the services provided by the proposer must be included.

Or, if the proposer cannot show experience managing a full service ambulance service as described above, the proposer will show:

Documentation of existing internal emergency services management systems and personnel that can facilitate its transition to managing such a service. This information should include, but not necessarily be limited to, descriptions of operational methods for those items listed in the Mandatory Table of Contents, listed in Section VII, Submission:

Proposer shall provide information and documentation of existing or proposed management and supervisory strength, including senior management and management bench strength, to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible and accountable for providing services under this RFP.

Proposer shall demonstrate its ability to comply with response times by one of the following methods:

(A) Show experience in managing and operating a service which is required to comply with specified emergency response times based on fractile compliance (e.g., 90% of life-threatening emergencies responded to within a pre-set timeframe). Documentation shall include a copy of contract language, regulation or ordinance which requires compliance and the services response time performance for the past full year for which information is available. This information shall be provided on a monthly compliance basis.

Or, (B) if the proposer does not have experience managing and operating a service that is required to comply with specified response time:

The proposer shall provide clear and convincing information that demonstrates the capability to implement and manage such a system. The proposer should include information about the steps, policies, procedures, training, equipment, and management techniques that would be utilized to fulfill the requirements of the contract.

2. Demonstration of Sound Financial Position

Proposer shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the proposal. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information provided that a letter guaranteeing the proposer's performance with the full faith and credit of the parent organization is included with the financial data and is signed by an official that clearly has the authority to bind the parent organization. The proposer will also provide and document the following:

- Access to sufficient capital to provide for implementation and start-up of the contract
- Financial reserves or net worth sufficient to sustain the operation in case the proposer has incorrectly estimated expenses or revenue from the operation
- Any issue or potential event that may have a material bearing on the financial condition, solvency, or credit worthiness of the organization, including any material contingent liabilities or uninsured potential losses
- If the proposer's organization or its parent company is publicly traded, a copy of the most recent annual report and SEC forms 10-(k) and 10-(Q) must be included. These must include audited financial statements for at least the past two (2) years.
- If the company is not publicly traded, copies of financial statements must be included (audited preferred) for the last two (2) years.
- Clear evidence of the ability to secure insurance coverage required under this procurement must be included. This may be in the form of certificates of insurance or a letter from an appropriate insurance company documenting that coverage will be provided. Detailed insurance coverage requirements are in Appendix 2.
- A federal program (Medicare and Medicaid) and third-party payor billing and documentation compliance program: Proposer should identify its program, methods, documentation guidelines, and implementation procedures.

3. Documentation of Regulatory Compliance and Litigation

The proposer shall detail any and all regulatory investigations, findings, actions, complaints, and their respective resolutions. Proposer must specifically include details about any and all instances where an emergency (9-1-1) contract was vacated or terminated within the last five (5) years. Additionally, the proposer must detail the circumstances and resolution of any contract disputes or notices of non-compliance.

III. OPERATIONS MANAGEMENT PROVISIONS

A. General Contractor Relationship

The county intends to hire a single contractor to provide all of the services specified within this RFP. Should a proposer intend to utilize one or more subcontractors to

provide any of the contractor's primary responsibilities - including, but not limited to, ambulance response, medical transportation, staffing, training, communications, call center management, protocol development, accounts receivable management, collection activity, fleet or equipment maintenance, or any similar services - the proposer must include detailed information about the subcontractor and its relationship to the proposer to allow the county to evaluate the quality and effectiveness of the subcontractor's proposed role. Copies of all proposed subcontracts should also be included. Should the successful proposer plan to utilize subcontractors, the county will look only to the primary, general contractor to deliver contracted performance. The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the primary contractor from any responsibility under the contract with the county.

B. Scope of Service

The contractor will provide all emergency and non-emergency ground ambulance service for the entire population of the coverage area. Aeromedical helicopter rescue services will not be the responsibility of the contractor.

All 9-1-1 ambulance services will be provided at the mobile intensive care unit (MICU) level, and non-9-1-1 transports can be accomplished at the appropriate level as agreed upon by the Contractor and the sending medical facility. Additionally, the contractor must furnish stand-by coverage for special events, inter-facility transfers, long distance transfers originating within the coverage area, reasonable mutual aid services, special contract services, and communications and medical dispatch services.

MICUs shall be staffed with at least two (2) emergency medical services personnel, one (1) of whom shall be at least an EMT-B and one (1) of whom shall be an EMT-P. The Contractor agrees that the EMT-P must perform and ride as the attendant on all calls requiring advanced life support care. At all times and in all cases each MICU must be staffed in accordance with the applicable Federal, State and local laws, rules and regulations. In addition, each MICU must contain the equipment specified under the applicable State law(s), rules and regulations for a MICU or the equipment and supplies list provided by the Contractor, whichever is more stringent.

Currently, first responder support is available throughout the county area. The proposer will be expected throughout the life of this agreement to work with local officials in assisting in the development of first responder services throughout the entire coverage area. The contracted ambulance provider is expected to work within the parameters of the Incident Command system under the on-scene Incident Commander.

Although the contractor may seek outside obligations, the contractor may not use any of the system's EMS system infrastructure or factors of production to provide service for any other purpose not covered by the contract, unless the contractor first presents a plan, which may include subsidy reimbursement back to the county and receives approval. Under no circumstances will such outside obligations interfere with the contractor meeting its obligations to this system.

C. Response Time Performance

In this performance-based contract, the county will not limit the contractor's flexibility in providing and improving EMS services. Performance that meets or exceeds the response time requirements of the RFP is the result of the contractor's expertise and methods, and therefore is solely the contractor's responsibility. The contractor must use its best effort to minimize variations or fluctuations in response time performance according to day of the week, or week of the month.

D. Response Time Requirements

Compliance is achieved when 90% or more of responses in each response area are met for each zone. The Zone Map can be found as Appendix 3., further zone detail will be provided prior to the pre-bid conference. The contractor will be required to meet the following response time requirements throughout the coverage area.

Zone	Max Allowable Response Time Zone1	Max Allowable Response Time Zone2	Max Allowable Response Time Zone3
Priority 1	10 minutes	20 minutes	30 minutes
Priority 2	20 minutes	30 minutes	40 minutes
Priority 3	On time	On time	On time
Priority 4	60 minutes	60 minutes	60 minutes
Emergency Transfer	30 minutes	30 minutes	30 minutes

The Priorities are defined as below:

Priority	Definition
1	Life-Threatening/Non-Life-Threatening Emergency
2	Non-Emergency 9-1-1 Response
3	Scheduled Transfer (4 Hour Advance Notification)
4	Unscheduled Hospital Transfer
Emergency Transfer	Extremely Time Sensitive Hospital-to-Hospital Transfer

E. Response Time Measurement

1. Time Intervals

For the purposes of this contract, response times will be measured from the time the call is received from the City of Brownwood dispatch center until a ground ambulance from the contractor or another authorized mutual aid Paramedic staff arrives at the incident location and stops the response time clock.

For all types of requests for ambulance service, the response time clock shall be stopped by transmission from contractor's ambulance or authorized mutual aid ambulance of the "unit arrived on scene" status. Such transmission shall not be made until the ambulance actually arrives at the specific address or location dispatched. In the instance of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven. Arrival on the scene of a First Responders unit or supervisor's vehicle shall not stop the response time clock.

"Arrival on scene" is defined as the moment an ambulance crew notifies the EMS Dispatch Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes), "arrival on scene" shall be the time the ambulance arrives at the designated staging location.

In instances when the ambulance fails to report "on scene," the time of the next communication with the ambulance will be used as the "on-scene" time. However, the contractor may appeal such instances when it can document the actual arrival time through other means, such as First Responders or AVL position reporting.

2. Upgrades, Downgrades and Reassignments

a. Upgrades

If an assignment is upgraded to emergency from non-emergency prior to the arrival on scene of the first ambulance, the contractor's compliance with contract standards will be calculated based on the shorter of:

- Time elapsed from call receipt to time of upgrade plus the higher priority response time standard, or
- The lower priority response time standard

b. Downgrades

If an assignment is downgraded prior to the arrival on scene of the first

ambulance, the contractor's compliance with contract standards and penalties will be calculated based on:

- The lower priority response time requirement, if the unit is downgraded before it would have been judged "late" under the higher priority response time requirement, or
- The higher priority response time requirement, if the unit is downgraded after it would have been judged "late" under the higher priority response time requirement

c. Reassignment Enroute

If an ambulance is reassigned enroute prior to arrival on scene (e.g., to respond to a higher priority request), the contractor's compliance will be calculated based on the response time requirement applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance on the scene from which the ambulance was diverted.

d. Disregarded Enroute

If an ambulance is cancelled (disregarded) by an authorized agency after an assignment has been made but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be "late".

e. Response Times Outside of the Service Area

The contractor will not be held accountable for emergency or non-emergency response time compliance for any response dispatched to a location outside of the defined service area. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

f. Each Incident A Single Response

Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the first ambulance dispatched and the on scene time of the first arriving contractor's or authorized mutual aid ground ambulance will be used to compute the response time for the incident.

g. Response Time Exceptions and Exemption Requests

The contractor shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is

understood that from time to time unusual factors beyond the contractor's reasonable control may affect achievement of the specified response time requirement. These unusual factors are limited to unusually severe weather conditions, declared disasters, or periods of unusually high demand for emergency services.

Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff units, and other causes will not be grounds for granting an exception to compliance with the response time requirements.

If the contractor thinks that any response or group of responses should be excluded from the compliance calculations due to "unusual factors beyond the contractor's reasonable control," the contractor may provide detailed documentation to the county and request that they exclude these runs from response time calculations and late penalties.

F. Response Time Reporting and Audit Trail

Each proposer must propose a system to assure a complete audit trail for all response times and assure the county access to the response time data at any time to assure compliance. The contractor must provide, by the seventh business of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein.

G. Deviations from Response Time Performance

Failure to comply with any response time standard or requirement of this RFP or the final contract will be considered a violation of the contract and may result in contractor default as outlined in Section V., F. Contractor Default and Provisions for Early Termination. Proposers are cautioned to understand the resources necessary to provide the response time performance and system coverage and to bid accordingly.

H. 100 Response Rule

For every response category and Zone within which 100 or more emergency responses occurs, 90% compliance must be met each month. However, for any category/area in which fewer than 100 responses originate, compliance will be calculated using the last 100 sequential responses for that category/area.

I. Contractor Provided Equipment

Unless otherwise declared in this document, the contractor will be responsible for providing any and all equipment necessary for the provision of ambulance services in this system, including all fixed locations. Proposers must outline their equipment maintenance program and replacement schedules for all major equipment, such as monitor/defibrillators, stretchers, suction units, etc.

J. Ambulance Fleet

Proposers must provide a detailed plan for the management of the ambulance fleet, support vehicles, and equipment. At a minimum, this plan should provide detailed specifications that describe the vehicles and equipment to be used.

The county requires that the specified ambulances meet the following minimum standards:

- Minimum fleet size of 125% of proposed peak deployment
- No ambulance to have cumulative mileage of more than 200,000miles or 5 years in age
- All ambulances must meet Federal Specification KKK-1822 and be certified by the manufacturer to meet these specifications.
- All ambulances must be specified and constructed to transport two (2) patients, one (1) contractor paramedic, one (1) Fire Department First Responder in the patient compartment, and one (1) family member in the front passenger seat as well as the contractor's driver without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled.

Proposers must fully describe their vehicle maintenance program designed to prevent vehicle malfunctions and critical failures. Proposers must also provide their replacement schedule for all vehicles to be used in this system.

K. Initial Coverage and Staffing Plan

Proposers must include descriptions of the initial ambulance coverage plans and deployment models estimated by the proposer to be sufficient or even in excess of what may be necessary to meet the performance standards required herein. The initial "plan" and staffing plan must include a clear proposal of **minimum ambulance staffing for every hour-of-day and day-of-week**. Proposers must also describe their plan to maintain reserve capacity to increase production should temporary system overload persist. Proposers must provide sufficiently detailed information in their submissions, including post/station locations, unit hours per day, and shift schedules to allow evaluation of the thoroughness of the plan. It is expected that the contractor shall provide a minimum of 4 ambulances, with at least three (3) being MICU, with minimum staffing levels to support those ambulances including a twenty-four (24) hour local supervisor licensed as an EMT P. That supervisor will respond to all critical incidents, work with the incident commander and provide oversight and assistance to the ambulance crews.

Subsequent coverage plan modifications - including any changes in post locations, priorities, and around-the-clock coverage levels - may be made at the contractor's sole discretion by notifying the county in writing at least five (5) business days prior to the implementation of the change.

L. First Responder Support

This county has vast rural areas that are difficult to reach within a timely manner. The first responders can provide an initial level of care for those citizens and visitors in need. The contractor shall propose creative and innovative methods to improve timely access to care through the use of a robust first responder system. Additionally, the contractor must implement and maintain appropriate first responder organization (FRO) agreements with the First Responders.

The contractor shall develop mechanisms to exchange re-usable orthopedic appliances, and re-stock disposable and ALS medical supplies used by First Responders when treatment has been provided by First Responder personnel.

Equipment and supplies will be exchanged on a one-for-one basis. Whenever possible this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on-scene exchange, the contractor will arrange to accomplish it as soon as reasonably possible.

The proposer must detail in its proposal its support of in-service training for First Responders, which will benefit the EMS system as a whole. This training should, at a minimum, facilitate on-scene interactions with contractor's personnel by offering joint EMS training and provide access to the contractor's educational programs needed for the continued certification of First Responders.

M. Communications and Communication Center

The contractor shall, in its proposal, provide a proposal which addresses two dispatch options: (a) the dispatch function will be performed by the City dispatch department; or (b) the contractor shall furnish and manage ambulance dispatch and communication services. Such services shall include, but are not limited to dispatch personnel, in-service training, quality improvement monitoring, and related support services.

The contractor shall utilize a computer-aided dispatch system to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes, and seconds. All radio and telephone communications, including pre-arrival instructions and time track, must be recorded and kept for a minimum of ninety (90) days. The computer-aided dispatch system shall meet the reporting requirements as specified herein.

1. Dispatch Computer

The dispatch computer supplied by the contractor shall be capable of the following:

- a. Electronic data entry of every response on a real time basis
- b. Prioritization of deployment planning; displaying calls received for runs pending, runs in progress, transfers scheduled up to twenty-four (24) hours in advance, and status of ambulance resources available for service
- c. Continuous display of unit time in each response status: Automatic display of units exceeding pre-determined "time in status" criteria for deployment and crew safety.
- d. Immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location, or patient name
- e. On-line, real-time visual display showing a deployment plan and prioritization of area coverage for that time of day and day of week
- f. Automated integration with digital paging, mobile status messages, and 9-1-1 ANI/ALI displays
- g. Simultaneous and continuous printed logs of deployment
- h. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation
- i. GPS monitoring of the entire ambulance fleet

2. Communication Center Data Capabilities

The contractor's electronic data system must be capable of producing the following reports to be utilized in measuring response time compliance:

- a. Emergency life-threatening and non-life-threatening response times by jurisdiction and by priority
- b. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by priority
- c. Out-of-chute response times by crew members
- d. On-scene times
- e. Hospital drop times by crew members

- f. Emergency and non-emergency responses by hour and day
- g. Dispatch personnel response times reports
- h. Canceled run report
- i. Demand analysis report
- j. Problem hour assessment

In addition, the contractor shall fully complete a manual “dispatch card” approved by the county for each dispatch of an ambulance when the computer is inoperable. The contractor’s personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

3. Personnel, Staffing and Emergency Medical Dispatch (EMD)

Communications call-takers must provide medically appropriate priority dispatch and pre-arrival instructions using Medical Priority Dispatch Systems protocols approved by the county.

Medical communications workers shall, at a minimum, be certified in emergency medical dispatch (EMD). The contractor shall provide comprehensive internal orientation and testing encompassing EMD certification, CAD system use, system familiarity, and mapping.

The contractor must utilize medical dispatch protocols and pre-arrival instructions approved by the Fellows of the National Academy of EMS Dispatch. The dispatch priorities are subject to change by the Medical Director. While “priority dispatching” as defined by the Fellows of the National Academy of EMS Dispatch is acceptable, the county does not allow the concept of “call screening.” It shall be a material breach of this contract for the contractor to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services to any location within the regulated service area because of the patient’s perceived, demonstrated, or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.

N. Data and Reporting Requirements/Financial Statements

The long-term success of an EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, the county will require its contractor to provide detailed operations, clinical, and administrative data in a manner that facilitates its retrospective analysis.

Annual income statements for the contractor's operation under the county's contract shall be provided to the county within ninety (90) days of the end of each fiscal year. The income statements shall be in the format specified by the county and shall be certified by a certified public accountant that has direct responsibility for financial aspects of the contractor's operations under the contract.

O. Stand-By and Special Events Coverage

Upon request by law enforcement and fire department dispatchers, the contractor shall furnish courtesy stand-by coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service-oriented entities may request stand-by coverage from the contractor. The contractor is encouraged to provide such non-dedicated stand-by coverage to events if possible. If the contractor is requested to provide such services with a dedicated ambulance, then the contractor may provide such services for a charge equal to the approved rate for stand-by services.

P. Community Education Requirements

The county desires that its contractor take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventive health care. These programs are to be made available to schools and community groups. It is the expectation that the contractor must plan such programs working collaboratively with the county and other public safety groups, such as the American Heart Association, the American Red Cross, and local fire departments.

Q. Mutual Aid

The provider may enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the system's jurisdiction, provided that the level of service is substantially equal to that provided by the contractor. Mutual aid may be utilized to augment, but not replace, the services that the county is requiring from the contractor. In every case, the contractor will be held accountable for the performance, including response times, of any mutual aid provider used in the system.

R. Disaster Assistance and Response

The contractor shall be actively involved in planning for and responding to any declared disaster in the area. In the event a disaster within the area is officially declared, normal operations shall be suspended and the contractor shall respond in accordance with the county's disaster plan. The contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the county will not impose performance requirements and penalties for response times.

The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. The county will provide all reasonable assistance to the contractor in recovering these costs; however, the county shall not be responsible for payments to contractor.

IV. CLINICAL AND EMPLOYEE PROVISIONS

A. Medical Oversight

The provider must furnish a Medical Director who meets the approval of the county. The Medical Director/contractor must provide a set of protocols for all clinical care dispatchers and medical care.

The Medical Director shall have the following duties:

1. Develop medical protocols for ambulance and periodically revise same. Medical protocols provide guidance in the patient care, treatment and transportation for emergency medical technicians and paramedics. The protocols should also provide a standard to evaluate patient care and a template for quality improvement.
2. Develop Communication Center protocols and periodically revise same. Dispatch protocols shall provide guidance for prioritizing the urgency of a response to a request for medical assistance.
3. The Medical Director will periodically evaluate the performance of employees and will oversee the in-service and audit programs to ensure quality.
4. Conduct medical audits of individual cases as requested by the county.

B. Minimum Clinical Levels and Staffing Requirements

All ambulances rendering any ambulance services under the provision of 9-1-1 services shall be staffed and equipped to render paramedic care (1 EMT-Paramedic and 1 EMT-Other). Proposers are asked to detail in their proposals the additional certification levels (ACLS, PHTLS, etc.) they will require for each level of certification to be used in this system.

C. Clinical Quality Improvement Required

The county desires that its contractor develop and implement a comprehensive quality improvement process for the EMS system. That process shall include, at a minimum, clinical field personnel, hospital staff, first responders and medical dispatch personnel. Quality improvement processes shall be utilized to improve outcome oriented patient care and facilitate continuing education.

The contractor shall provide in-house or sub-contracted in-service training programs designed to meet employee certification requirements that will be offered at no cost to employees.

D. Incumbent Work Force and Employee Issues

A number of dedicated, highly trained personnel are currently working in the EMS system. To ensure that all employees have a reasonable expectation of employment and to help assure a smooth transition, the contractor will make a diligent effort to hire and retain current employees.

Proposers are expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and/or mandatory overtime without adequate rest. The contractor must offer reasonable compensation, and not use sub-standard compensation levels in order to deliver the economic efficiencies necessary to profitably manage this contract.

The contractor will be required to develop and implement an aggressive loss control program including, at a minimum, physical pre-screening of potential employees (including drug testing), and an initial and on-going driver training program. Additionally, training and education in infectious/communicable diseases will be provided by the Proposer.

E. Character, Competence, and Professionalism of Personnel

The county expects and requires professional and courteous conduct and appearance at all times from the contractor's field personnel, medical communications personnel, middle managers, and top executives. All persons employed by the contractor in the performance of work shall be competent, shall hold appropriate licenses and permits in their respective professions, and shall be required to pass a criminal record check. The contractor shall provide documentation to the county of compliance with this provision.

F. Key Personnel and Implementation Plan

County will, in part, base the award of the contract upon the qualification of the organization, and upon the qualifications of key personnel presented in the proposer's proposal. The contractor will be expected to furnish the personnel identified in the proposal throughout the term of the contract. 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 practices whether intentional or not.

Proposers must describe in detail the steps and timelines for full implementation into this system. Early start-up is encouraged, if it can be accomplished in a compliant and safe manner.

G. Discrimination Not Allowed

During the performance of this contract, the proposer agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations that prohibit discrimination.

V. FINANCIAL AND ADMINISTRATIVE PROVISIONS**A. Terms and Renewal Provisions**

The term of the contract ultimately executed by the successful proposer will be for a period of three(3) years beginning January 1, 2024. The contract will be automatically renewed for up to three (3) one (1) year renewals, unless written notice of the intent not to renew is delivered by either party to the other party no less than one hundred and eighty (180) days prior to the end of the then current three year term or one year term, if extended.

B. Insurance and Indemnity Provisions

Proposers must provide satisfactory evidence that if chosen as the system's contractor, the company must be able to provide throughout the term of the contract insurance coverage meeting or exceeding the coverage, endorsements, and notices required. Proposers must agree to the insurance provisions detailed in Appendix 2, Insurance Provisions, which will be incorporated in the contract.

1. Indemnity and Hold Harmless Provisions

Except as limited below, the contractor shall release, hold harmless, and indemnify the county, its officers, elected officials, and employees from all claims, suits, actions, proceedings, judgments, demands, losses, damages, liabilities, costs, and expenses, including attorneys' fees, of any kind arising directly or indirectly out of any act or omission of the contractor, its employees, subcontractors, or agents in connection with the Agreement. Contractor's indemnification obligations shall not apply to the extent any liability for loss or damage is caused by the sole negligence, gross negligence, or willful misconduct of the county, its officers, or employees. If a claim or legal action covered by these provisions is asserted or brought against the county, the contractor shall pay any and all reasonable legal expenses that the county shall incur in connection with such claim or action. The right to choose which attorneys shall represent the county in any such claim or legal action shall be at the sole discretion of the county; provided, however, the contractor is liable to pay for such legal expenses only to the extent that they are reasonable. The term "legal expenses" as used in this provision shall include, but not be limited to, reasonable attorneys' fees, paralegal and legal support staff expenses, costs of arbitration, mediation, expert witnesses, exhibits, reasonable investigations, and reimbursement for all time, expense, and overhead of all county personnel or consultants assisting in the defense of the legal action or in responding to or investigating a claim or demand.

2. Limitation of Damages

In no event shall the county be liable to contractor or to any third party for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to the Agreement, including but not be limited to any claims for lost business or profit, regardless of whether the county had been advised of the possibility of such damages. By way of example and not limitation, the county shall not be liable to contractor for any claims of lost business or profit arising out of any finding of breach or declaration of default by the county, even if it is later determined that such finding or declaration was made in error.

C. Performance Security

Due to the importance of the EMS System to the community it serves, the county must do everything reasonably possible to eliminate the potential for a system failure. Ambulance service is an essential service and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure or termination of the contractor.

The county will use a combination of performance security provisions to safeguard the public: (1) The contractor must execute a three-way leasing agreement or stand-by lease agreement, which must assure the county immediate access to any and all equipment, supplies and other assets that the county determines are necessary for the continued operation of the system, and (2) The contractor must deposit with the county a performance/surety bond, an annually renewable performance letter of credit or cash escrow account in a form acceptable to the county, as described below.

1. Performance Bond, Letter of Creditor Cash Escrow Account

Contractor must execute/deposit with the county a performance/surety bond, an annually renewable performance letter of credit or cash escrow account in a form acceptable to the county. The amount shall be two hundred fifty thousand dollars (\$250,000). Because it will be impracticable to determine the actual damages in the event of contractor's failure to perform and the establishment of material breach or default, the parties shall contract that this amount is a reasonable amount for total liquidated damages. It is expressly understood that the total liquidated damages amount is not considered a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages. Should a proposer initially prevail in this procurement and then fail to provide the required letter of credit or cash account specified herein, the county will not execute the contract; the proposer will be disqualified and will forfeit the proposal deposit.

This security instrument will be used to assure the operation of the ambulance service, including, but not limited to the conduct of a procurement process, negotiation or related administrative expenses, should the county terminate the contract because of material default.

Any performance letter of credit shall contain the following endorsement: “at least sixty (60) days prior to cancellation, replacement, failure to renew, or material alteration of this performance letter of credit, written notice of such intent will be given to the county by the financial institution.”

In the event the county terminates the contract in accordance with its terms, the contractor will immediately forfeit the full amount of its performance security as liquidated damages.

D. Continuous Service Delivery

The contractor expressly agrees that, in the event of default by the contractor, the contractor will work with the county to assure continuous delivery of services regardless of the underlying cause of the default. The contractor agrees that there is a public health and safety obligation to assure that the county is able to provide uninterrupted service delivery in the event of default even if the contractor disagrees with the determination of default. Further, the contractor agrees that if notified by the county of a determination of default and intent to execute an emergency takeover of the system, that the contractor will cooperate fully with the takeover and challenge or appeal the matter only after the takeover has been completed.

E. Contractor Default and Provisions for Early Termination

Conditions and circumstances that constitute a default of the contract include but are not limited to the following:

1. Failure of the contractor to operate the system in a manner which enables the county and the contractor to remain in compliance with federal or state laws, rules or regulations, and with the requirements of the system and/or related rules and regulations
2. Falsification of information supplied by the contractor during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering the presumptive run code designations to enhance the contractor’s apparent performance or falsification of any other data required under the contract
3. Creating patient responses or transports so as to artificially inflate run volumes
4. Failure of the contractor to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a “lame duck” period

6. Failure of the contractor's employees to conduct themselves in a professional and courteous manner and present a professional appearance
7. Failure of the contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures
8. Failure of the contractor to cooperate with and assist the county after default has been declared
9. Acceptance by the contractor or contractor's employees of any bribe, kickback, or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the contractor or contractor's employees could be reasonably construed as a violation of federal, state, or local law
10. Payment by the contractor or any of the contractor's employees of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably be construed as a violation of any federal, state or local law
11. Failure of the contractor to meet the system standard of care as established by the Medical Director
12. Failure of the contractor to maintain insurance in accordance with the contract
13. Failure of the contractor to meet response time requirements as set forth in the contract in any zone for any priority any two consecutive months or any three out of five consecutive months
14. Failure to maintain performance security meeting the terms and amount specified in the contract
15. Failure to submit reports and information under the terms and conditions outlined in this RFP and any subsequent contract
16. Any other failure of performance, clinical or other, required in accordance with the contract and which is determined to constitute a default or endangerment to public health and safety

F. County's Remedies

If conditions or circumstances constituting a default as set forth above, the county shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract. The county's remedies shall be cumulative and shall be in addition to any other remedy available.

G. Provisions for Termination of Contract

In the event of contract default, the county will give the contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the default. Within five (5) calendar days of receipt of such notice, the contractor must deliver to the county, in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. The contractor shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the contractor fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the county), or the contractor fails to timely deliver the cure plan, or updates to the county, the county may immediately terminate the contract in accordance with the contract. The contractor must cooperate completely and immediately with the county to affect a prompt and orderly transfer of all responsibilities to the county.

Notwithstanding the foregoing, at the sole discretion of the county, it may determine that the contractor has defaulted in a manner that is deemed immediately detrimental to the patients and/or system and the county may immediately terminate the contract.

The contractor will not be prohibited from disputing any findings of default through litigation; provided, however, that such litigation will not have the effect of delaying, in any way, the immediate transfer of operations to the county. Such dispute by the contractor will not delay the county's access to funds made available by the letter of credit or cash account. These provisions must be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a default has occurred will be initiated and shall take place only after the transfer of operations to the county has been completed, and must not, under any circumstances, delay the process of transferring operations to the county or delay access to performance security funds as needed by the county to finance such transfer of operations.

The contractor's cooperation with and full support of the county's termination of the contract, as well as the contractor's immediate release of performance security funds to the county, will not be construed as acceptance by the contractor of the declaration of default, and must not in any way jeopardize the 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 transition shall itself constitute a breach of contract.

H. General Provisions**1. Assignment**

The contractor shall not assign any portion of the contract for services to be rendered without first obtaining written consent from the county. Any assignment

made contrary to the provisions of this section shall terminate the contract and, at the option of the county, shall not convey any rights to the assignee. Any material change in the contractor's ownership shall, for the purposes of the contract, be considered a form of assignment. The county shall not unreasonably withhold its consent to the requested change in ownership, so long as the transferee is of known financial and business integrity. The county may require credentials and financial information from the transferee and may base its consent or withholding of consent on the information provided.

2. Permits and Licenses

The contractor shall be responsible for and hold any and all required federal, state, and local licenses required to perform the duties under the contract. In addition, the contractor must make all necessary payments for licenses and permits to conduct its business and duties under the contract. The contractor must assure that all necessary renewals are made on time. The contractor will be responsible for assuring that all of its personnel hold valid state and local certifications at all times required to meet the contractor's responsibilities under the contract.

3. Compliance with Laws and Regulations

All services furnished by the contractor under the contract shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be the contractor's sole responsibility to be fully familiar with all laws, rules, and regulations that apply to the services provided by the contractor and to comply with them at all times.

4. Audits and Inspections

County representatives may at any time, and without notification, directly observe the contractor's operation of the communications center, maintenance facility, and any ambulance post location. County representatives may ride as an observer on any contractor ambulance at any time, provided that in exercising this right to inspection and observation, the county and Medical Director representatives shall conduct themselves professionally and shall not interfere with the duties of the contractor's employees, and shall at all times be respectful of the contractor's employer / employee relationships. The County shall have the right to audit the reports and data that the contractor is required to provide under the contract. Such audits will be conducted during normal business hours with a minimum of forty-eight (48) hours' notice to the contractor.

5. Relationship of the Parties

Nothing in the contract resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with

each other solely for the purpose of carrying out the provisions of the contract. Nothing in the contract shall create any rights or remedies in any third party, it being solely for the benefit of the county and the contractor.

6. Rights and Remedies Not Waived

The contractor will be required to covenant that the provision of services to be performed by the contractor under the contract shall be completed without further compensation than that provided for in the contract. The acceptance of work under the contract and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the contract. In no event shall the payment of consideration by the county be construed as a waiver by the county of any default of covenant by the contractor. The payment shall in no way impair or prejudice any right or remedy available to the county with respect to default.

7. End Term Provisions

The contractor shall have ninety (90) days after termination of the contract in which to supply the required audited financial statements and other such documentation necessary to facilitate the closing of the contract at the end of the term.

8. Notice of Litigation

The contractor shall agree to notify the county within twenty-four (24) hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the county all litigation involving the contractor, the contractor's related organization, owners, and key personnel.

VI. PRICING

A. Accounts Receivables Management

The contractor shall be responsible for all billing and collection functions related to services rendered pursuant to this RFP. The contractor shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures, and policies including and not limited to collection and credit reporting laws.

The contractor will not attempt to collect fees at the scene, enroute, or upon delivery of the patient to a health facility for services rendered. The contractor shall maintain billing and accounts receivable information. The contractor shall provide, within ninety (90) days after the end of each of the contractor's fiscal year, data that clearly identify collection rates and compliance with the rate structure. The county shall have

the right to examine/audit financial records at any reasonable time. The county will maintain confidentiality of submitted financial records and statements, subject to the requirements of law.

Proposers must fully describe in their proposals their Accounts Receivables programs and their Medical Necessity and their Corporate Compliance Program.

B. System Funding and Pricing

It is anticipated that the ambulance delivery system will be mostly – to - completely funded through user fee revenue, billed and collected by the contractor and potentially augmented through a county provided subsidy.

Proposers will submit the firm's submitted proposal for "price". Proposers will provide an Average Patient Charge (APC), as defined below, for year one (1) of the base contract. Proposers are encouraged to provide detail to their offering to show the maximization of the user fee, and subsequent reduction in the system subsidy need. The APC represents the total annual patient fees charged for services divided by the number of eligible calls billed. "Eligible" calls include all county calls (9-1-1 and non-9-1-1) and subsequent charges resulting from said calls. This does not include stand-by calls and charges for long-distance transports. The following formula represents this calculation:

$$\frac{\text{Total Patient Charges} - \text{Charges for Non-Eligible Calls}}{\text{Total Calls} - \text{Non-Eligible Calls}}$$

Proposers shall submit the initial fee structure that is proposed to achieve the APC. At six months into the contract and every six months thereafter, the contractor shall submit and the county shall review the contractor's performance in regard to compliance to the APC. If the contractor is charging more than the APC, the Patient Charges shall be reduced to compensate for cumulative charges above the proposed APC.

Additionally, proposers shall indicate any annual subsidy requirement for the first year of the three (3) - year base contract. Additionally, provide an explanation of the mechanisms used for the year-to-year increase/decrease, if any.

The Contractor will charge the Average Patient Fee (APC) allowed by contract. The Contractor understands and agrees that emergency services must be provided by the Contractor prior to any demand for payment. The Contractor shall never deny emergency services because of a person's inability to pay for such service. The collection of the fees permitted in this section shall be the sole responsibility of the Contractor.

VII. Submission

A. General Submission Information

1. Cost of Participation

All costs associated with participation in this procurement process shall be borne by the proposer. The county will not be responsible for any costs incurred by any party as a result of participation in this process. The county reserves the right to reject any or all proposals.

2. County to Investigate Credential and Proposal Submissions

The successful proposer will be asked to submit executed notarized “investigative authorization forms” for the company(s) whose credentials are submitted for review and for all owners, officers, and key personnel. Publicly held companies will need only to submit the company release and those for the managers and key personnel who would be involved in the fulfillment of the contract or in the preparation of the proposal.

3. Estimated Business Volumes

The county specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transports, or frequency of special events coverage that may be associated with this procurement. Any and all historical data related to past volumes of business within the EMS system are provided to illustrate the historical level of performance only, and not to guarantee future business volume.

4. Official Contacts Only

Proposers are cautioned that all inquiries must be made to the county at the following address:

Joel Kelton
Brown County Commissioner
c/o T'Anna Adams
Brown County
200 South Broadway #322
Brownwood, TX 76801
Phone: (325) 643-1985
tanna.adams@browncountytexas.org

5. Confidentiality of Submitted Material

All material submitted in response to this RFP will be considered confidential to the extent allowed by law. This provision is designed to protect the information in a proposer's submission. Further, it ensures that no other proposer has access to competitors' materials prior to or after proposal submission and/or oral presentations.

All proposals and other materials submitted to the county will become the property of the county and will not be returned.

6. Sealed Submission

Proposers are directed to submit an original, so marked, and seven (7) copies of their proposal, signed by a person authorized to bind the proposer and one (1) electronic submission either on a CD or thumb drive included with the "original" submission. All proposals must be sealed and labeled on the outside of the sealed container with the following information:

Joel Kelton
Brown County Commissioner
c/o T'Anna Adams
Brown County
200 South Broadway #322
Brownwood, TX 76801
Phone: (325) 643-1985
tanna.adams@browncountytexas.org

Submissions must be received before 4:00 p.m., Central, March 20, 2023, at the administration offices above. Proposals submitted after the deadline may not be accepted.

7. Mandatory Table of Contents

In order to ensure that the evaluation of proposals is as equitable as possible, all proposals must be submitted in the following format. Order and numbering conventions should be consistent with the required Table of Contents. The proposals will be scored in comparison with other proposers' offerings for each section as specified in item "B. Evaluation of Proposals" which follows in this section of the RFP.

-
- I. Letter of Transmittal
 - II. Table of Contents
 - III. Introduction

- A. Description of Proposed Organization
- IV. Credentials
 - A. Analogous Experience
 - B. Demonstration of Sound Financial Position
 - C. Documentation of Regulatory Compliance and Litigation
- V. Clinical Performance
 - A. Clinical Credentials of Field Personnel
 - B. Quality Improvement Processes
 - C. In-Service Training of Contractor's Employees
 - D. Medical Protocols
- VI. Community Service and Education
- VII. Control Center Operations
 - A. Qualifications of Personnel
 - B. In-service Training of Contractor's Employees
 - C. Employee Screening and Orientation
 - D. Initial Coverage and Staffing Plan
 - E. Proposed Computer Aided Dispatch System
 - F. Proposed EMD Software
 - G. Response Time Commitments and Reporting
- VIII. Human Resources
 - A. Recruitment and Retention Strategies
 - B. Screening, Hiring and Orientation
 - C. Compensation and Benefits
- IX. First Responder Program Support
 - A. First Responder Equipment and Supply Replenishment
 - B. Training Support for First Responder Program
- X. Fleet and Equipment Issues
 - A. Proposed Vehicles Program
 - B. Ambulance Maintenance Practices
 - C. Equipment Maintenance Practice
- XI. Key Personnel and Implementation Plan

XII. Administrative

- A. Provision of Insurance
- B. Method of Providing Performance Security

XIII. Billing and Accounts Receivable Program

- A. Accounts Receivable Program
- B. Corporate Compliance Program

XIV. Pricing

Proposers must address each item listed in the Table of Contents addressing the requirements and desires of the county outlined throughout this RFP. Programs and offerings will be compared to other proposals. Any proposer whose response fails to incorporate or utilize the minimum standards shall be non-responsive. The proposer, at its option, may offer higher levels of performance for any component addressed in this RFP. Any additional offers will be considered as delineated in this section.

B. Evaluation of Proposals/County's Rights

A Selection Committee composed of representatives of the county and selected others will evaluate the proposals. Investigations of proposers' submissions and services may be conducted as deemed necessary by the county. Such investigations may include a site visit. *The county reserves the right to select a provider of it's choosing through this procurement process, modify the process if it deems it necessary, and/or reject any or all proposals.*

Appendix I

Call Volume Information:

The current contractor reports the following monthly transports, for the last 12 months associated with their Brownwood operation.

Month/Year	Transports	Days in Month	Daily Transports
Jan 22	468	31	14.6
Feb 22	412	28	14.71
Mar22	384	31	12.38
Apr22	341	30	11.36
May 22	396	31	12.77
June 22	414	30	13.8
July 22	426	31	13.74
Aug 22	418	31	13.06
Sep 22	376	30	12.53
Oct 22	416	31	13.41
Nov 22	436	30	14.53
Dec 22	487	31	15.07

In 2022 there were 4,974 total transports which averages to 13.62 patients transported daily. The requests for service are broken down as follows,

3636 requests for 911 service, 788 transfers to facilities out of the city and 550 transfers to local facilities. The total estimated transfer mileage is 65,274 miles out of the city and 2,528 local transfer miles.

Appendix 2

Insurance Provisions

Throughout the term of the contract, and any extensions thereof, contractor shall procure, pay for, and maintain the minimum insurance coverage and limits as provided for herein. This insurance shall be evidenced by delivery to entities of certificates of insurance written by one or more insurance companies with an A.M. Best rating of "A" or better, licensed to do business in the State of Texas and acceptable to the county. These insurance certificates shall list coverage and limits, expiration dates, and terms of policies, and the names of all carriers issuing or reinsuring these policies if policies are layered or quota share arrangements. Insurance requirements shall remain in effect throughout the term of this Agreement. The following coverage shall be provided:

- 1) Commercial general liability insurance, on an occurrence basis, including but not limited to the following limits unless otherwise stated by exception herein:

Each Occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000
Fire Legal Liability:	\$100,000

- 2) Automobile Liability Insurance shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle with limits of at least \$1,000,000 Combined Single Limits. The physical damage to any vehicle of the Contractor, including portable equipment, is the responsibility of the Contractor.
- 3) Professional medical liability insurance, including errors and omissions, with minimum limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) annual aggregate.
- 4) Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than One Million and 00/100 Dollars (\$1,000,000.00) bodily injury by incident, and One Million and 00/100 Dollars (\$1,000,000.00) bodily injury by disease, for each employee.

- 5) Umbrella coverage in the amount of at least Ten Million and 00/100 Dollars (\$10,000,000.00) shall be provided as additional coverage to all underlying liability policies (including Professional Liability). This policy may be written as a "Form Following Excess" policy.
- 6) Tail insurance coverage for a period of not less than five (5) years after the termination of this Agreement for any policy written on a "claims made" basis.

All such insurance shall name Brown County, the other entities, their agents and employees as additional insureds, in relation to the General, Auto and Umbrella liability programs outlined above, in amounts equal to the statutory state liability limits. The county must receive at least thirty (30) days' prior written notice of any expiration, cancellation, non-renewal, or material change in coverage of contractor's insurance coverage. Nothing shall absolve contractor of this requirement to provide notice.

- 7) The Contractor shall be responsible for any third party dishonesty allegations and may either insure or self-insure. The county will not be liable for any third party dishonesty allegations.
- 8) The Contractor shall be responsible for any Employment Practices Liability allegations. The county will not be liable for any employment related allegations between the Contractor or their employees"

Any program of self-insurance risk employed by the contractor shall be subject to prior approval and on-going monitoring by the county and its legal counsel. The following items shall be met to 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 the contractor's ability to perform under this Agreement. The coverage contemplated shall at a minimum be equivalent to the coverage required hereinabove.
- (b) Throughout the term of this Agreement, the county shall be immediately notified of any major claims, (defined as any incurred claim equal to or greater than \$100,000) the amount reserved against potential claims, and other program changes that may adversely affect the contractor's ability to provide insurance against potential risks as required in this Agreement. The county shall receive a monthly status report on all open claims.
- (c) The self-insured program meets and complies with all applicable state and federal laws and regulations.

