

**Request for Proposal for
Ambulance Services Franchise and
EMS System Performance Specifications for**

City of Tuscaloosa, Alabama

**Originally Issued June 11, 2021
As Modified by the Addenda Issued August 6, 2021**

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Section I. System Design Summary

A. Overview

The City of Tuscaloosa is a political subdivision of the State of Alabama with authority for designating an exclusive ambulance service provider through a competitive franchise process in accordance with Alabama law. The City desires to grant a performance-based Franchise with the selected ambulance service provider to deliver the services specified in this Request for Proposal (RFP). Those from whom proposals are sought in this RFP will generally be referred to as franchisee, provider, proposer, or similar terms (with or without capitalization).

Ambulance service is one component for the provision of effective medical services in the community. This RFP seeks proposals for ambulance service for both emergency and non-emergency ambulance service for the City of Tuscaloosa.

A successful emergency medical system has three consumer objectives: help prevent lost lives, minimize patients' physical pain, and reduce the expenses associated with catastrophic injury or illness. The City seeks to meet these objectives now, and in the future, while promoting good value for the community.

The goal of the City of Tuscaloosa is to sustain and further develop a high-quality EMS system. Essential elements of this quality system include:

- Prevention and early recognition
- Bystander action/system access
- Medical Dispatch
- Telephone protocols & pre-arrival instructions
- First responder and ambulance dispatch
- First responder services (ALS and BLS)
- Transport ambulance services
- Direct (on-line) medical control
- Receiving facility interface
- Indirect (off-line) medical control
- Independent monitoring

The City desires to have its Franchisee provide high quality EMS service within its corporate limits in order to promote the public health, safety, and welfare. Response times are one measure of a quality system. This comprehensive systems approach requires creating geographic and density-based response time zones and achieving ambulance response times for life-threatening emergencies within defined time frames in each of those areas.

The approach involves the City utilizing the Franchisee's entrepreneurial talent to conduct and manage the day-to-day operations of the ambulance service. This model has been designed to ensure quality clinical care, provide efficient and reliable EMS services at a reasonable cost to consumers, and provide the community with an operationally and financially stable system.

The City intends for the Franchisee to be the sole Authorized provider of Emergency, Urgent and Non-Emergency Ambulance Services in the designated areas covered by this Request for Proposals (RFP).

This is a Request for Proposal (RFP) for an emergency medical ground transportation system at both an Advanced Life Support (ALS) and Basic Life Support (BLS) level of service for the City and related jurisdictions. The successful Proposer will be awarded exclusive five-year contract to operate in the designated area to respond to 911 and other public safety or City/public safety generated ambulance requests for the five-year period beginning August 1, 2022 through July 31, 2027, with an option to extend by mutual agreement for multiple extension periods of one or two years each, not to exceed a total period of extensions of more than six years.

The City will contract with a single entity to provide these services. Franchisee shall be required to respond to all emergency and urgent medical calls within the designated geographic area of responsibility when requested by City or City-designated medical dispatch center. Each Proposer is required to submit a Proposal describing Proposer's qualifications to provide emergency and non-emergency ambulance service and plans to meet or exceed the performance standards identified in this RFP.

Although the franchise granted pursuant to the RFP will be exclusive in general, there may be some circumstances wherein ambulance service by non-franchised providers will be allowed. For example, emergency patient transport that originates and/or terminates outside the City's jurisdiction; and/or non-emergency patient transport that originates outside the City; and/or when the allowance of non-franchised ambulance service is required by federal or state law; and/or during declarations of disaster or emergency when resources are taxed beyond normal limits; may be allowed without a franchise. The City reserves the right to make exceptions to the requirement that ambulance service be provided only under the authority of a franchise when, in the judgment of the City Council, the exception serves the public interest in maintaining an efficient and effective system of ambulance transport.

Maps of the response area are included at Appendix 2.

B. Background

Nearly a decade ago the City converted from multiple ambulance franchise permits to a system that provided a single Franchise at the Advanced Life Support (ALS or Paramedic) ambulance service level. That change improved service and system accountability. The Franchised service operates under the provisions of the City's Ambulance Franchise Ordinance. The current Ambulance Franchise Ordinance is attached at Appendix 3

The City of Tuscaloosa Fire Rescue (TFR) provides emergency medical first response services at the first response, basic life support (BLS) and advanced life support (ALS) level. TFR also provides emergency transports on a limited basis. TFR has certain designated oversight responsibilities as outlined in the Ordinance and under this RFP.

In conducting a competitive process for the award of a Franchise provision of both ALS and BLS ambulance services, the City, is meeting the mandates of Statutory authority and is acting to improve the public health and safety of its citizens.

C. Overview of EMS System Design

Requests for assistance to medical emergencies typically are made through the 911 phone system. The calls are answered at the designated Public Safety Access Point (PSAP). Other centers including the Alabama Law Enforcement Agency currently receive some City cell phone and landline requests for ambulance service.

Requests for service are made by different methods to the current ambulance provider. Call prioritization by level of acuity and emergency medical pre-arrival instructions are consistently provided according to medical protocols to the maximum extent possible.

The response to a potentially life-threatening incident includes a first response, BLS or ALS unit, from TFR a paramedic-staffed ambulance from the current Provider and may also include law enforcement units. Incidents dispatched through the 911 system typically receive either a lights and sirens response or a non-lights and sirens response in accordance with Medical Priority Dispatch System (MPDS) protocols approved by the Medical Director.

Patient treatment and transport are carried out under State laws and regulations, as well as the Alabama Department of Public Health, Region 4 policies and procedures.

These policies may include, in the case of paramedics, making contact [if required] with a physician at a designated base hospital to obtain direction in management of the patient. Patients are transported to appropriate receiving facilities. Hospital destination is based upon patient preference and regional protocols. Critical patients are normally transported to the closest emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive, and patient meets helicopter transport criteria.

D. New EMS System Definitions/Requirements

Changes to the City EMS system are designed to improve care to patients but can be achieved without undue financial or operational hardship on Franchisee.

1. Electronic Call Transfer, Service Requests and medically appropriate service levels

The initial PSAP prioritizes calls as to acuity level according to protocols approved by the System Medical Director. In addition, when appropriate, all callers will receive emergency medical pre-arrival instructions according to approved protocols. Requests for service will be made by the City Fire Communications Center providing the Franchisee the address and MPDS priority of the request.

At all times, the City alone will retain the authority to determine the response made by City emergency responders including TFR.

Franchisee is responsible for developing and operating at its expense an Electronic Data Transfer Interface from the City's Secondary PSAP (Fire Communications Center) to Franchisee's dispatch center to facilitate receipt of service requests. The interface must meet HIPAA and data security requirements and otherwise be acceptable to the City.

Should the Franchisee elect to use a Computer Aided Dispatch (CAD) system different than the City's then current CAD, it shall provide City a live electronic (see only) interface that also has capability for non-live playback of system resources including Automatic Vehicle Location (AVL) and response intervals.

Over the term of the previous Franchise medical sophistication has increased and the City is able to allow the Franchisee to offer medically appropriate services at both the ALS and BLS level as approved by the system medical director.

2. Citywide and Call Density Based Response Zones, Response Time Requirements and Improved Accountability

In the past there had been informal accommodations and exceptions granted for services in the outlying areas of the City. Under this Franchise response times performance is required Citywide. The City will measure compliance citywide and by

zone. Within each zone City may analyze responses to ensure response equity. The details of the response time requirements are provided in detail in Section V. B.

The Franchisee's response time clock begins when the call is time stamped as passed from the City's Secondary PSAP (Fire Communications Center) and received by the Franchisee's dispatch center.

Response time compliance is to be maintained on 90% of all service requests. Failure to perform will result in liquidated damages and may cause the replacement of the Franchisee as described in Section V. C.

First Watch, a recognized third-party system monitoring tool, (or a substantially similar tool) will be provided at Franchisee expense to facilitate response time monitoring and resolution of response differences between the City and Franchisee's CAD. City will be provided administrator access rights to the Franchisee's response time monitoring tool. The tool and the response time triggers utilized are subject to City approval.

Clinical metrics reporting has been added to improve system accountability as outlined at Section IV. These parameters may change as required by the Medical Director during the term.

3. Provisions to Reduce Poor Service and Incentivize Outstanding Service

This is a performance contract and as such includes Liquidated Damages described in Section V.C.2. in the event the Franchisee fails to provide data to determine compliance and/or fails to comply with response time requirements. In contrast there are specific provision found at section V.C.3 that offer incentives when the Franchisee performs its operational and clinical roles in an outstanding manner.

4. Surplus or Reserve Fleet Requirements

Franchisee is to maintain the number of ALS equipped and fully operating ambulances that represent 130% of the peak staffing level. For example, if the Franchisee's peak number of ambulances is seven, then, the Franchisee is to maintain a fleet of at least ten ambulances ($7 \times 130\% = 9.1$ round up to ten). Proposer is expected to outline plans to ensure a rapid response for bariatric patients and patients that require isolation.

5. Provider Fatigue

Provider fatigue and the impairment associated with the fatigue pose a significant safety risk for patients, partners, and others in the community. Crewmembers working on ambulances in The City of Tuscaloosa shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a City declared disaster or with the approval of the City. A fatigue management plan is required as outlined at Section IV.L.

6. No Subsidy System

The City of Tuscaloosa EMS system has operated for decades without subsidy to ambulance providers. With the changes implemented in the EMS system design, it is anticipated that the emergency ambulance service Franchisee will be able to continue to provide the required services without any subsidy from the City.

7. Franchise Fee to provide Reimbursement of City Expenditures

The Franchisee shall remit to the City on a monthly basis, all required Franchise fees. The fee imposed is designed to reimburse only the actual costs the City expends for Dispatch services, medical direction/City QI processes and system oversight. Fees are to be computed as outlined herein and shall be submitted in a format acceptable to the City.

The Franchise Fee shall be 1% of the gross charges billed on all ambulance calls/services performed within the City limits.

E. Relevant Information Regarding Service Areas

The City specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients, or distance of transports that are associated with this procurement. Every effort has been made to

provide accurate information, but the Proposers are to use their professional judgment and expertise to develop their economic and operational plans and proposals.

1. Historical Service Volume

Call volume in the City must be determined by any potential Franchisee. However, it appears that there were approximately 25,358 responses in Tuscaloosa in calendar year 2019 and that approximately 81% of the responses or 20,500 resulted in transports. There has been no independent validation of this data and Proposer's are encouraged to use their own means to analyze the service to determine response and transport volumes. The City does not guarantee any number of responses or transports.

Current providers are required to obtain City approval for established transport rates. The current emergency ambulance service rates are included in Appendix 4.

2. Current System Performance

The Current Franchisee has generally met the City's response time requirements over the term of the Franchise. 2020 has represented an unusual year given COVID-19 and the resulting disaster declarations which is why 2019 base year data should be considered potentially more indicative of service level a Franchisee may be providing.

The RFP provides specific response time requirements for the City. There are no City response time requirements for the police jurisdictions.

Section II. Procurement Information

A. Performance-Based Franchise

The result of the procurement will be the award of a performance-based Franchise Agreement. The resulting Agreement will require the consistent performance and reliability, and the demonstration of effort, even diligent and well-intended effort will not replace demonstrated performance results. Failure to perform will result in financial damages and may cause the replacement of the Franchisee.

The essential areas where performance must be achieved include:

- Customer and community satisfaction with the services provided
- Ambulance response times
- Ambulance equipment and supply requirements
- Ambulance staffing levels including personnel with current and appropriate levels of certification/licensure
- Clinical performance consistent with approved medical standards and protocols
- Comprehensive quality improvement and compliance activities and results
- Accurate and timely reporting

The resulting Agreement is not a level-of-effort contract. In accepting the Proposer's offers, the City accepts the Proposer's promise to employ whatever level of effort is necessary to achieve the clinical, response time, customer satisfaction, quality improvement, and other performance results required by the EMS System Specifications.

B. Notice to Proposers

This Request for Proposal does not commit the City of Tuscaloosa to award a franchise or contract, to pay costs incurred in the preparation of a Proposal responding to this request, or to procure a franchise/contract for service. City reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with qualified Proposer(s) the restructuring of system design elements, or to cancel in part or

in its entirety the Request for Proposal if it is in the best interests of the City to do so. The City may also require the Proposer(s) selected to participate in negotiations concerning franchise fees, rates or the nature and extent of services to be provided. Although cost to the consumer will be considered as part of the Proposal, this procurement is not a low bid process. It is designed to identify the lowest responsive, responsible bidder that can best meet the City's needs as identified in this Request for Proposal. This RFP is a competitive bid as mandated by Alabama law in regard to the award of exclusive ambulance franchises. The City reserves the right to make any specific modifications to the RFP needed to make it compliant with such legal requirements, including after it is issued, and in addition this RFP is deemed to be automatically amended in any necessary manner so as to make it conform to state law in the award of an exclusive ambulance franchise. Those desiring to respond to the RFP that object to any requirements must raise those objections clearly, with particularity, in writing and in a timely fashion in accordance with the provisions of the RFP before the pre-bid conference. Otherwise, any such objections shall be considered waived.

The performance expectations outlined in this RFP and the performance commitments outlined in the selected Proposal and oral presentation of the proposal will be incorporated in the Franchise Agreement as mandatory performance standards.

The City will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The City may waive minor irregularities and request Proposers cure such irregularity, but such waiver will not modify any remaining RFP requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being procured. When a proposal is rejected, the unsuccessful responder will be notified in writing that their proposal has been rejected.

All proposals, protests, and information submitted in response to this solicitation will become the property of the City. Any City Franchisee or Agreement arising from this RFP will be a public record.

Submission of any materials in response to this RFP constitutes: Consent to City release of such materials under the Public Records laws without notice to the person or entity

submitting the materials. Waiver of all claims against City and/or its officers, agents, or employees that County has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal or materials to be inspected. Agreement to indemnify and hold harmless City for release of such information under the Public Records laws. Acknowledgment that the City will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

This RFP and all responses hereto are deemed public records that may be disclosed in accordance with Alabama public records law. In the event any information is submitted by a proposer that is deemed confidential or trade secret, then it shall be enclosed separately in a media that is clearly marked "CONFIDENTIAL, NOT FOR PUBLIC DISCLOSURE." However, note that so marking the material is no assurance it will not be disclosed if Alabama law requires disclosure.

C. Use of Own Expertise and Judgment

Each Proposer is specifically advised to use its own best expertise and judgment in deciding on the methods to be employed to achieve and maintain the performance required under the resulting Franchise. By "methods" the City means compensation programs, shift schedules, personnel policies, asset acquisition, supervisory structure, deployment plans, and other business matters that comprise the organization's strategies and activities.

The City specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement.

D. Procurement Time Line

The following schedule is proposed for the procurement. Any changes to the schedule will be published on the City of Tuscaloosa's website and organization's requesting the RFP will be notified by TFR.

Date	Activity
June 1, 2021	City approval of RFP Process and Notice to Proceed
June 11, 2021	Release of the RFP
June 28, 2021	Deadline for submission of suggested RFP changes and written questions to be answered at Pre-Proposal/Bid Conference
July 12, 2021	Proposers conference to be held at City Hall 1PM. (room TBD)
August 6, 2021	Addendum to RFP to be distributed
Sept 30, 2021	Proposals due and Public Proposal Opening
Oct 21, 2021	Proposer presentations & proposal review process
Nov. TBD, 2021	Presentation to Council; negotiation of final agreement authorized
Jan, 2022	Contract & Franchise Ordinance finalized & approved
August 1, 2022	New Franchise takes effect

E. Procurement Process

1. Pre-Proposal/Bid Process

Questions regarding, or suggested changes to, the Request for Proposal should be submitted in writing to:

Jay Fitch, PhD, EMS Procurement Coordinator
 % Chris England, Office of the City Attorney,
 City Hall Building, 2201 University Boulevard
 Tuscaloosa, AL 35401

by email cengland@tuscaloosa.com and jfitch@emprize.net

This material will be accepted prior to the Proposers' Conference, but no later than 4:00 p.m. on the date specified in the Procurement Timeline.

2. Proposers' Conference

A Proposers' Conference will be held to answer questions regarding the RFP specifications and process. The conference will be held at the time and place specified in the Procurement Timeline. All written material received from potential Proposers, as well as any related City responses, will be distributed to all attendees of the Proposers' conference. Any changes or clarifications to the Request for Proposal made following the Proposers Conference will be distributed to all potential Proposers who attend the Proposers' conference, or who have indicated in writing their intent to submit a Proposal. **The Proposers' conference is mandatory;** however, participation by video conference with prior arrangements is acceptable.

3. Proposal Submission

One (1) original and two (2) copies of Proposals shall be submitted by 2:00 p.m., Central Time **September 30, 2021**. An electronic version of the Proposal (thumb drive) and attachments in Microsoft Word or **searchable PDF format** shall accompany each Proposal. Any Proposals received after the deadline will not be considered. No Proposal may be withdrawn for a period of ninety (90) days after the scheduled deadline for receipt of the Proposals.

Proposals shall be submitted in a sealed container. The outside of the container and each Proposal shall be labeled to indicate the Request for Proposal number and name.

Proposals shall be delivered to:

City of Tuscaloosa - Purchasing Services
City Hall Building
2201 University Boulevard
Tuscaloosa, AL 35401

4. Public Proposal Opening

All proposals received prior to the time set for opening shall be kept unopened and secured in a locked area. All proposals received prior to the deadline will be publicly opened in the City Council Chambers in Tuscaloosa City Hall, 2201 University Boulevard,

Tuscaloosa, Alabama at 2:00 p.m. CDT, on September 30, 2021. General information about each proposal will be recorded and read aloud to the persons present.

5. Additional Proposer Responsibilities

Proposers may be requested to provide additional information, documentation or a formal oral presentation to the proposal review panel. Such requests will be fulfilled by the Proposer or their Proposal may be rejected.

6. Contact with City Employees and Elected Officials

Proposer or person acting on behalf of a prospective proposer may not discuss any matter relating to the RFP with any officer, agent, or employee or elected official of the City, other than the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

Proposers may not agree to pay any consideration to any company or person to conduct lobbying activities to influence the award of a contract by the City, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Franchise. Nothing in this section precludes a proposer from engaging the services of a company or person to assist in the development of the response to the RFP.

F. Proposal Instructions

1. Proposal Format

It is the intent of the City to ensure that all Proposals be concise and directly respond to the required information in this RFP. In order to facilitate the evaluation process, Proposals shall be limited in size. The following requirements shall be adhered to:

The entire Proposal and exhibits shall be contained within a maximum of two (2) three ring binders. One binder shall contain the narrative and the second the exhibits.

The narrative portion of the Proposal shall be limited to one hundred (100) pages, excluding title pages and dividers.

The narrative portion will adhere to the following specifications:

- Easily readable font, no smaller than 11 point
- Line spacing no smaller than 1 ½ lines
- Double sided page printing
- Standard 8 ½" by 11" paper
- Pages must be numbered sequentially

The exhibits shall be inserted in the second binder. Each exhibit shall be labeled and referenced in the narrative. Proposers are strongly encouraged not to provide extraneous materials in its exhibits and to use the exhibits to illustrate the features of its proposal and expertise in providing service.

2. Mandatory Table of Contents

The Proposals shall be written to directly respond to evaluation criteria presented in Section II-H. Table of Contents that must be adhered to is also provided in that section.

Proposals shall incorporate all information requested in this RFP, in the order that it is requested. City performance standards for emergency ambulance service are identified in the Service Proposal and System Specifications Sections of the RFP and shall be addressed in the manner identified for each standard. Proposers may elect to use reference "exhibits" or "attachments" in the Proposal to provide additional detail. Any exhibits or attachments should be incorporated into a supplemental "reference document" which is to be in a separate binder from the narrative of the Proposal.

Each Proposal must contain all forms located in Appendix 5 of this RFP. The first page of the RFP is to consist of the Face Sheet.

3. Minimum Qualifications and Documentation of Credentials

Because lives depend upon the success of this procurement, City shall entertain proposals only from firms demonstrating a stable track record of rendering ALS (Paramedic) ambulance services at levels of clinical quality and response time reliability substantially equivalent to the services required under this procurement.

Therefore, all interested Proposers are required to meet minimum qualifications as a part of their RFP response. Proposers' credentials will be evaluated based upon objective criteria designed to demonstrate each Proposer's ability to perform if awarded the Franchise. Credentials shall be submitted as the first tab of the Attachments binder and will be scored on a pass/fail basis. Only proposals that meet the minimum experience requirements as described herein will receive further consideration.

All proposing organizations (or combination of organizations considering a joint venture) must provide credentials, keeping in mind that it is in the Proposer's own interest to furnish complete and accurate information.

Entities that have multiple operational sites, or whose parent companies have multiple operational sites, may use information from any site to establish qualifications; however, information represented that does not reflect the experience of the operational site responsible for the proposal shall be so noted.

Proposals not meeting the minimum qualifications will be disqualified. To qualify for an evaluation by the Proposal Review Team, a Proposer must meet the following Proposal Minimum Qualifications.

There are five key areas in which minimum qualifications must be established:

- a) Emergency Medical Deployment and Dispatch Center Experience
- b) Experience in managing an Emergency and Non-Emergency Ambulance Service;
- c) Response time performance;
- d) Financial depth and stability; and
- e) Regulatory compliance.

Should any group of entities submit a proposal as a joint venture, or should any Proposer intend to utilize a Subcontractor to fulfill specified aspects of its obligations, any information presented that does not reflect the experience of the operational unit that is responsible for the proposal must be specified. In addition, the Proposer shall provide information regarding the experience in each of the organizations (or combination of organizations considering a joint venture), and shall provide information regarding the experience in each of the five key areas for

which minimum qualifications are to be established for every member of a joint venture or Subcontractor that may be involved in fulfilling the applicable provisions of the RFP.

Proposers shall provide the following:

a. Emergency Medical Services Deployment and Dispatch (EMD)

- i. The Franchisee shall be regularly and continuously engaged in providing planning resource utilization and occasionally may be involved in providing support for Emergency Medical Dispatch services. Using the Medical Priority Dispatch System, it is responsible for the dispatch, deployment, and movement of ambulances for a specified area of at least 100,000 persons. Documentation shall include for whom the services are provided and any IAED accreditation history of the center. Information provided should include a list of communities in which the service is operated.

b. Experience Managing Emergency and Non-Emergency Ambulance Services

- i. The Proposer shall provide evidence that clearly demonstrates that it has experience managing a combined emergency 9-1-1 ALS ambulance service and non-emergent transport services in a single service area with a population of at least 100,000. Information provided should include a list of communities in which the service is operated, name(s) and contact number(s) of the Medical Director and contract officer(s) or designated governmental contact person, the number of responses provided in each of the past two years, and a brief description of the community and service provided. Proposer shall disclose any municipal contract that was terminated for cause and/or was ended by agreement before the full term. A summary of the circumstances shall be provided as part of the credential submission.
- ii. The Proposer shall document existing sophisticated internal management systems and programs that facilitate its management of its service. This

information shall include brief descriptions of operational programs including, but not limited to:

1. Emergency and Non-Emergency Dispatch processes;
2. Clinical training and Quality Improvement processes;
3. Recruitment and retention activity;
4. Risk management and driver training procedures; and
5. Current deficiencies/planned solutions.

Note: Item II.F.b.ii. shall be deemed satisfied if Proposer provides documentation that it is currently accredited by both the Commission on the Accreditation of Ambulance Services and the International Academies of Emergency Dispatch.

- iii. The Proposer shall provide information and documentation of existing management and supervisory strength (including senior management's involvement in operations) in order to demonstrate the organization's ability to manage the service. The information provided should be in the form of names and resumes of existing management and supervisory personnel directly responsible for administering that service.

c. Response Time Performance

The Proposer shall demonstrate its ability to comply with response times by documenting experience in operating and managing an ambulance service that is required to comply with specified emergency response times based upon fractile compliance. Documentation shall include a copy of the contract language, regulations, and/or ordinances that requires compliance, and the service's response time performance for the most recent 12 months for which information is available. (2019 data may be used to establish minimum performances. 2020 data should also be provided with any specific notation that performance was impacted by COVID and/or if there were waivers of performance requirements granted.)

The following format is to be utilized:

For the year beginning _____, _____, _____

(month, date, year)

And ending _____, _____, _____

(month, date, year)

- TOTAL NUMBER OF LIFE-THREATENING EMERGENCY RESPONSES
- PERCENTAGE OF LIFE-THREATENING EMERGENCIES RESPONDED TO WITHIN _____ NUMBER OF MINUTES AND SECONDS

Or,

If the Proposer does not have experience managing and operating an ambulance service that is required to comply with specified response times, it shall provide information that demonstrates a clear and convincing capability to implement and manage such a system. The Proposer should include its experience with flexible deployment practices and information about the steps, policies, procedures, training, equipment, and management techniques that would be utilized upon award of the Franchise.

d. Financial Depth and Stability

- i. The Proposer shall provide evidence that clearly documents the financial history of the organization and demonstrates that it has the financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the Franchise. The Proposer shall include copies of its financial statements for the most recent three-year period. If the proposer's parent entity has changed corporate structures due to an acquisition or divestiture in the past 3 years and 3 years financials cannot be documented, then each should clearly outline the manner in which they are documenting operational credentials and financial capacity to perform and the organizational transaction. If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown. Audited financial statements are required. If the Proposer is part of a larger system, it shall furnish the financial statements of the parent entity. Such a parent entity shall be required to guarantee the performance of the Proposer.

- ii. Using the “Financial Review Form” provided as *Attachment 5A – Financial Review Form and supporting documents*, the Proposer will demonstrate that the organization meets or exceeds the following criteria for the fiscal years 2019 and 2020:
 - a) Current Ratio greater than or equal to 1.30. The current ratio is defined as current assets divided by current liabilities.
 - b) Access to sufficient working capital to provide for implementation and start-up of operations. The minimum amount shall be \$1,000,000. Working capital is defined as current assets less current liabilities.
 - c) Debt to equity less than or equal to 1.66. Debt to equity is defined as long-term debt divided by total shareholders or owner’s equity. Should debt to equity not fall within this parameter, Proposer must provide a detailed explanation of how the City’s interests will be met.
 - d) Total share/unitholder(s) or owner(s) equity to cover at least three months of operations. The minimum amount is \$1.2 million.
- iii. The Proposer shall demonstrate the ability to secure insurance coverage required under this RFP. Any existing self-insurance plan used for the purposes of qualification must meet the requirements set forth in this RFP, where allowed. Certain types of insurance under this RFP may not allow for self-insurance. The Proposer shall summarize any and all notifications of pending insurance claims (separate listing for auto and professional liability), investigations and settlements, including both status and resolution, for the past five (5) years.
 - e. **Documentation of Regulatory Compliance and Other Litigation**
 - i. The Proposer shall detail any and all regulatory agency investigations, findings, actions, complaints and their respective resolutions in which it or its parent or affiliated entities (if any) has been involved for the past five (5) years.

- ii. The Proposer shall summarize any other litigation in which the Proposer or its parent (if any), and all affiliates is or has been involved or which is pending with a description of the nature of the incident (e.g. auto, medical, HR claim, etc.) date, amount of claim or reserved amount and current status of the claim for the past five (5) years.
- iii. The Proposer, its parent (if any), and affiliated entities shall provide evidence that it has never been excluded, debarred or otherwise suspended from participation in any state or federal healthcare program, including but not limited to Medicare or Medicaid, and that the Proposer and its parent (if any) currently qualifies for participation in such programs and currently has no employees who have been excluded, disbarred or otherwise suspended from participation in such programs.
- iv. The Proposer shall provide evidence that clearly demonstrates expertise in documenting medical care.
- v. The Proposer shall provide to City's legal counsel any other information said legal counsel may reasonably require regarding any regulatory requests, investigations or litigation.

Proposer shall:

- DESCRIBE TRAINING REQUIRED OF FIELD PERSONNEL THAT DIRECTLY RELATES TO SUPPORTING BILLING PRACTICES COMPLIANT WITH MEDICARE AND MEDICAID GUIDELINES;
- DESCRIBE THE METHODOLOGY FOR MONITORING AND MAINTAINING COMPLIANCE WITH HIPAA REGULATIONS;
- DESCRIBE HOW IMPROVEMENTS NEEDED IN THIS AREA ARE IDENTIFIED, AS WELL AS ACTIONS TAKEN TO IMPLEMENT PROCEDURES TO ADDRESS THOSE IMPROVEMENTS;
- DESCRIBE THE CURRENT COMPLIANCE PROGRAM; AND
- DESCRIBE METHOD USED TO KEEP CURRENT ON ALL APPLICABLE RULE AND REGULATION CHANGES.

Each Proposer must submit two (2) original credentials documents and a single electronic copy with bookmarked table of contents for easy navigation (e.g. thumb drive). Credential submissions submitted are to be provided as the First tab/section of the support binder.

G. Proposal Evaluation Process

1. Proposal Review Panel

The procurement process will be conducted by the City's Purchasing Department supported by TFR and its Consultants. A multi-disciplinary proposal review panel, approved by the City, will be empaneled to evaluate and rank all Proposals received in response to this RFP. Meetings of the proposal review panel will be closed to the public. Rankings and recommendations will be submitted to the Fire Rescue Chief. The Fire Rescue Chief may consider any other pertinent information before making his/her recommendation to the City Council.

To assure a fair process for all Proposers, review panel members and Council members will be required to avoid discussing any Proposals or the RFP process with any Proposer. Proposers shall avoid any communications regarding Proposals or the RFP process with any panel member or member of Council outside of the formal procurement process. If it is determined that Proposer participation in such communications has occurred, Proposer's Proposal may be disqualified.

2. Proposal Review Process

Proposals that, in the judgment of the proposal review panel, do not meet the minimum requirements of this Request for Proposal will be considered unresponsive and disqualified.

The Review Process includes the following steps.

- Each reviewer will be provided a copy of each responding organization's Proposal. The reviewer will be expected to read each Proposal prior to convening of the review panel.
- A discussion of all Proposals will take place.
- Each Section of the Proposals will be evaluated separately. (E.g. Clinical Offerings, Operational Proposals, etc.) The minimum requirements contained in the RFP will be presented and each organization's response to those requirements will be discussed.

- After a full discussion is completed on each Section, reviewers will then complete the individual tentative ranking sheet for each Proposal using the scoring guidelines discussed in a later section of this RFP.
- Following the Oral Presentations, an additional discussion among review panel members will take place. Following that discussion, the final proposal rankings shall be completed individually by each reviewer.
- The points awarded by each reviewer will be totaled by section and then the overall Quality Points average calculated.
- After the maximum Quality Points are determined, the preliminary Price Points will be adjusted to reflect 30% of the points awarded by being multiplied by the quotient of the maximum Quality Points awarded divided by the 350 Quality Points available. ¹ (see footnote below)
- The recommendations of the review panel and the rankings of the proposals will be forwarded to the Tuscaloosa Fire Rescue Chief.
- The Tuscaloosa Fire Rescue Chief will make a final recommendation to the City Council.
- The aggregate/summary score sheet may be made available if requested by a Proposer following the TFR Chief's recommendation.

Tuscaloosa Fire Rescue staff with the assistance of its consultant shall serve as staff to the review panel but except as outlined herein neither TFR support staff nor the consultant shall participate in the scoring of proposals.

3. Proposal Review Team

Proposals will be evaluated by the Proposal Review Team, which will include the following five members:

-
- ¹
- A. Total Quality Points (from their averaging) will never exceed more than 350 points.
 - B. Total Price Points (initial and final) will never exceed the total of 150 points allowed.
 - C. After adjusting price points to the Quality Points awarded:
 - I. Final price points will never be more than 150 allowed and,
 - II. The final price points will not exceed 30% of the total points for that proposer. The price points might be less than 30% after the adjustment identified in the RFP but no highest price proposal could end up with the highest price score due to adjusting their price points to make it the full 30% of the total score.

- An EMS physician (or other specialty knowledgeable of EMS best practices)
- Two designated community leaders
- Two individuals experienced in the High-Performance EMS system design.

Other City staff, nor consultants, nor legal advisors, shall serve as members of the proposal review team but may be asked to provide technical support for the team.

The Proposer, by submission of a response to this RFP, acknowledges that the EMS/public safety consulting firm, Fitch & Associates, LLC has assisted City in the development of this RFP and that it has also worked with numerous government and private agencies. Fitch & Associates warranted to City that it does not represent any entity for the purpose of doing business with City, nor has it received, given or exchanged any item of value with any individual or entity with regard to its involvement in this procurement process. Proposers stipulate that Fitch & Associates' prior, current, and future relationships with the City, other cities, counties and other ambulance organizations do not represent a conflict, cause for protest, or legal challenge of this procurement process.

It is anticipated that submissions will also be evaluated by City's independent financial and legal advisors.

4. Investigation

Upon completion of proposal review panel evaluations, City staff may undertake additional investigation to verify claims made by the recommended Proposer during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiry or any other reasonable means of determining the accuracy and completeness of information supplied by the Proposer.

Prospective Proposers are advised that City reserves the right to continue its investigation of claims after contract award and throughout the term of the contract, and that the furnishing of false or misleading information during the bid process may constitute a major breach of contract even if discovered after contract award.

5. Notification

Proposers will be notified of the status of their proposal (recommended for selection, not recommended for selection, or disqualified) following completion of the proposal review process. Notification will be by email or facsimile transmission to the telephone number given in the proposal for receipt of email or facsimiles.

6. Protest

Protests, exception, and objections must be made as for competitive bids under the Alabama Bid Law.

All protests must be made in writing stated prominently and with particularity, signed by an individual authorized to sign the submitted proposal, and must contain a statement of the specific reason(s) for the protest; citing the law, rule, regulation or procedure on which the protest is based. Any such protest shall be raised in accordance with the timeframes defined herein. Unless otherwise specifically allowed by law, only information taken from the request for proposal and the proposal may be used to describe the reason for the protest. Information outside these parameters is not allowable.

7. Withdrawal of Proposals

Proposals may be withdrawn prior to the official public opening at the time and date identified in the Procurement Timeframe. No proposals shall be allowed to be withdrawn after this date.

8. Canceling the Procurement Process after Opening

The procurement process may be cancelled after opening, but prior to award, when the contracting officer determines in writing that cancellation is in the best interest of the City for reasons specified (e.g. inadequate specification in the RFP, acceptable proposals received contain unreasonable prices, proposals were collusive, no proposal meets minimum RFP requirements, or other valid reason).

9. Award

The final decision on contract award will be made by the City Council following recommendation from the TFR Chief. If for any reason the selected Proposer is unable to enter into a contract with the City in a timely manner in accordance with the time interval identified in the RFP for contract negotiation, the TFR Chief may recommend selection of an alternate proposal to the City Council.

10. Required Bid Security

The successful Proposer will be required to obtain a City ambulance services permit and sign a contract with City according to the time schedule as identified in the RFP Timetable and shall post a \$25,000 performance security within 5 business days of notice of award. Proposed shall forfeit the performance security should they fail to enter into an Agreement with the City by the date identified in the RFP timetable.

11. Scoring Criteria

It is the City's specific intent that the clinical and operational quality of service be the primary factor in this procurement although financial issues are an important consideration. Therefore, the City's scoring methodology includes the opportunity for points to be awarded to those Proposers whose service quality is independently judged on an objective basis to be clearly superior and to be most cost effective.

Each section of all Proposals will be scored after discussions of the Performance Requirements and the Proposers' Responses prior to the scoring of the next section.

The Proposers responses will be evaluated against the criteria established in the RFP. The best Proposer's response for a particular section will receive the maximum number of points available for that section in the sole judgment of the reviewer. The individual reviewers will then rate the other Proposals, based on their evaluation of the offerings against the criteria, an equal or lesser score for the section. For example, Proposer # 1 offers to exceed the criteria for a particular section and Proposer # 2 offers to meet the minimum criteria. Proposer # 1 would receive the total points available for the section and Proposer # 2 would receive a lesser number of points based on the Reviewer's judgment of how the Proposals compare to the criteria.

Examples of areas for which the Proposer might offer enhancements and proposals to exceed minimum requirements may include, but are not limited to the following:

- 1) Response time/performance standards
- 2) Level of clinical sophistication
- 3) Technology commitment
- 4) Type of vehicles
- 5) Compensation package and working conditions
- 6) Community engagement, prevention and health status improvement
- 7) Commitment to advancing the EMS System

H. Evaluation Criteria

The following outlines the criteria that will be scored in the Proposal Review Process. The Proposers must follow the mandatory table of contents, which is replicated below with the criteria and the total points to be awarded for each section.

All Proposers are required to achieve minimum specifications and performance requirements contained in this RFP. In evaluating each Proposer's response to the criteria, a Proposer's offer to exceed minimum requirements will be considered when Proposals are scored.

1) Mandatory Table of Contents and Evaluation Criteria

This section includes the criteria that will be considered in scoring the Proposals. It also includes the required Table of Contents with Sections 1 through 8.

Section 1: Credentials and Qualifications

This section will be evaluated to determine whether or not the Proposer(s) have the experience, resources and financial structure to provide the services identified in the request for proposal and will be rated as "qualified" or "not qualified." (Pass/Fail) The following qualifying criteria will be used:

- 1.1 Successful experience as a sole provider of 911/emergency services for a specified area comparable in size and population to the area defined in this RFP, providing Advanced Life Support (paramedic) service
- 1.2 Demonstrated ability to meet response time standards
- 1.3 Demonstrated ability to provide high level of clinical performance
- 1.4 Financial strength and stability
- 1.5 Demonstrated expertise in EMS system management
- 1.6 Submission of required organizational documents that demonstrate organizational structure and ownership

Section 2: Clinical Performance

The City intends to maintain or improve the level of clinical sophistication and care delivery in the EMS System. This section will be evaluated to determine the Proposer's plan to achieve this goal. The following criteria will be used:

- 2.1 Clinical credentials of field personnel Clinical quality improvement processes and resources committed to implementing and maintaining a comprehensive Q.I. program.
 - 2.1.1 Financial commitment
 - 2.1.2 Staff commitment
- 2.2 Progressive Quality management Processes and Engagement
 - 2.2.1 Description of processes
 - 2.2.2 Outline how QI function is to be staffed and integrated to drive leadership decisions
- 2.3 Reporting Method and Transparency of Clinical Metrics
 - 2.2,1 Collection of data and use of Scorecard
 - 2.2.2 Description of Medical audit review processes
- 2.4 Continuing education program and performance feedback
 - 2.4.1 Training provided
 - 2.4.2 Staffing for training functions
- 2.3 Support for Medical Director, clinical benchmarking and research initiatives
 - 2.3.1 Staffing for support of Medical Director
 - 2.3.2 Describe proposed research initiatives
- 2.5 Outline any additional commitments to improve EMS System's clinical care

Section 3: Commitment to Employees

The Proposal will be evaluated and scored based on the following criteria:

- 3.1 Commitment to maintain incumbent workforce
- 3.2 Employee compensation and benefits
- 3.3 Employee recruitment, selection, and orientation policies and programs
- 3.4 Internal health and safety management programs

Section 4: Operations Management

The Proposal will be evaluated and scored based on the following criteria:

- 4.1 Methods to ensure smooth 2-way data transfer & accountability
- 4.2 Methods for tuning & QI of deployment plans and reducing exceptions
- 4.3 Ambulance and support vehicle fleet and fleet maintenance
- 4.4 Clinical equipment provided and maintenance processes
- 4.5 First responder engagement, equipment standardization and resupply processes
- 4.6 Operational innovation proposed

Section 5: Commitment to EMS System and Community

- 5.1 Community education and engagement
- 5.2 Health status improvement & Mobile Integrated Health initiatives
- 5.3 Health equity and cultural competence programs
- 5.4 Billing and collection policies and Compliance Plans

Section 6: Leadership and Administration

- 6.1 Key personnel commitments
- 6.2 Off-site personnel to support Operations
- 6.3 Local leadership development processes

Section 7: Organizational Requirements

The following criteria must be addressed and supported in the Proposal. The support includes the provision of audited financial statements for the most recent fiscal year and other documents.

- 7.1 Provision of insurance documentation
- 7.2 Method of providing performance security
- 7.3 Plan for early takeover if required
- 7.4 Submission of all required forms

Section 8: Proposed Pricing

Each Proposer is required to complete each line on the Price Sheet for proposed patient charges included in Appendix 6. This sheet should be completed, sealed and submitted separately from the technical proposal.

I. Scoring Matrix

The matrix that will be used in the Proposal review process is outlined below. The total points that can be awarded for each area are identified.

Scoring Criteria		Points
A. Introduction		Pass/Fail
• Opening Letter by Organization’s CEO		Pass/Fail
• Meets minimum credential requirements for proposal		Pass /Fail
• Description of Organizational Structure		Pass /Fail
B. Clinical Performance		120
• Clinical Credentials of Field Personnel		15
• Positive Quality Management Processes & Engagement		50
• Reporting Method & Transparency of Clinical Metrics		15
• In-Service Training		25
• Support for Medical Director & Research Initiatives		15
C. Employee Commitments		90
• Treatment of Incumbent Workers		30
• Compensation and Benefits		10
• Employee Recruitment, Screening & Orientation		20
• Health and Safety Programs		30
D. Operations Management		90
• Methods to ensure smooth 2-way data transfer & accountability		15
• Methods for Tuning & QI of Deployment Plans & reducing exceptions		15
• Fleet provided and fleet maintenance processes		20
• Clinical equipment provided and maintenance processes		20
• First Responder Engagement, Equipment Standardization & Resupply Processes		10
• Operational Innovation		10
E. Commitment to EMS System & Community		25
• Community Education & Engagement		5
• Health Status Improvement & Mobile Integrated Health Initiatives		5
• Health Equity & Cultural Competence		5
• Billing & Collection Policies, Practices & Compliance Plans		10
F. Leadership and Administration		25
• Key Personnel Commitments		15
• Off-Site Personnel to Support Operations		5
• Local Leadership Development Processes		5
G. Organizational Requirements		Pass/Fail
• Provision of Insurance		Pass/Fail
• Method of Providing Performance Security		Pass/Fail
• Plan for Takeover of Services		Pass/Fail
• Required Submission Forms		Pass/Fail

Scoring Criteria	Points
Total Quality Points	350
H. Proposal Pricing Points	150
Total Possible Points	500

Section III. Service Plan

This and the subsequent two sections define the Service Plan that is to be proposed in response to this Request for Proposal.

A. City Responsibilities

In this performance-based approach it is the City of Tuscaloosa's responsibility to:

- In accordance with this RFP to select and enter into an Agreement with an Emergency Ambulance Service Provider;
- Provide contract administration and management services for the Agreement;
- Establishes and periodically revises ambulance service rate structures in accordance with the provisions of this RFP;
- Commit along with the City's fire agencies to the continued collaboration to provide high quality First Response service on life-threatening incidents;
- Coordinate efforts to address unmet social needs to minimize the impact on the Ambulance Service including City's EMS prevention unit;
- Secure or provide, in the event of Franchisee's default, an EMS delivery system that represents the interests of its taxpayers and the general public as consumers of EMS services within the City.

In this performance-based approach it is responsibility of the City to provide or Contract for services to:

- Monitor the EMS system's performance and compliance with these performance based specifications;
- Provide Medical Direction for the system;
- Ensure the availability of PSAP and MPDS services;
- Develop and modify EMS system protocols and procedures;
- Ensure the availability of on-line medical control;

B. Franchisee's Functional Responsibilities

Franchisee shall provide emergency ambulance services, as requested by the City's designated public safety dispatch center throughout the City. In addition, Franchisee shall provide all medically necessary non-emergency ambulance transportation within the City except as provided herein. Such services shall be provided in accordance with the applicable federal, state, and local law and applicable regulations, rules, policies, and practices, and in accordance with any amendments or revisions thereof. In performing services hereunder, Franchisee shall work cooperatively with City's Fire Rescue Service and other departments as applicable. As part of the qualifications to make a proposal under this RFP, all entities making a proposal are assumed to be familiar with the laws and regulations that apply.

1. Basic Services

In consideration of the City's Franchise designation to Franchisee of Ambulance Service requests originating in the City, Franchisee shall perform the following services to the complete satisfaction of the City:

- i) Franchisee shall provide ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Contract.
- ii) Franchisee shall provide ambulance services without regard to the patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.
- iii) The Proposal submitted by Franchisee in response to this City Request for Proposal, will be retained and will be incorporated herein by this reference and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the Ambulance Service Agreement shall prevail.

The Franchisee provides and manages the delivery of ambulance services by meeting or exceeding the requirements of this RFP, including response time performance, throughout the term of the Agreement.

All factors that might affect the Franchisee's ability to perform are under the Franchisee's control, including the hiring of personnel, equipment maintenance, in-service training, vehicle deployment and dispatching, coverage levels, shift

schedules, and selection of posting locations. Numerous ancillary and support functions are also among the Franchisee's responsibilities, such as maintaining compliance with insurance requirements, personnel recruitment, disaster readiness, emergency response planning, inventory control, and other functions. The list below of Franchisee's responsibilities should be considered illustrative only and not complete. Along with other duties and responsibilities, the Franchisee shall:

1. Employ and manage all ambulance personnel and Franchisee's own Communications Center personnel;
2. Provide or purchase all in-service training required of ambulance and Communications Center personnel;
3. Procure vehicles, fuel, lubricants, maintenance, repairs, and insurance for vehicles and equipment;
4. Operate its Communications Center and ambulance system to meet all applicable staffing, clinical, and response time requirements;
5. Maintain superior working relationships with First Responders;
6. Maintain superior working relationships with law enforcement agencies;
7. Have primary responsibility for local and Long-Distance Transports, stand-by event coverage, and other ancillary services to improve the system's economics and efficiency;
8. Ensure courteous, professional, and safe conduct of all ambulance personnel, Communications Center personnel, and other staff at all times;
9. Maintain neat, clean, and professional appearance of all personnel, equipment, and facilities;
10. Promote and maintain the excellent reputation of City's EMS system through superior service and courteous and professional conduct, participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints, leadership in community activities including health fairs, school demonstrations, CPR programs and civic affairs, and, upon request, participation in local media events, business, and social group meetings;
11. Participate actively in the medical audit and Quality Management process, provide special training and support to personnel in need of assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining

a current and extensive knowledge of developments in equipment, procedures, and research in EMS;

12. Maintain personnel certifications;
13. Advise the Fire Chief or his/her designee concerning any financial and operational implications of proposed changes under consideration for adoption, including submission of a written “Financial Impact Statement”, if requested;
14. Keep City informed in a timely manner of all activities, issues, and policy or procedure modifications that may reasonably be expected to affect the City’s Emergency Medical Services system;
15. Develop deep understanding among its employees of the unique structure and operation of the City’s EMS system and the role of TFR through formal orientation and in-service programs.
16. Obtain within 18 months (or maintain) the service accreditation by the Commission on Accreditation of Ambulance Services (CAAS).

Section IV. Clinical and Employee Provisions

A. Clinical Overview

The City's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. These system specifications are drawn from many reference sources but are generally consistent with the direction provided in the National Highway Traffic Safety document, The EMS Agenda 2050, and are consistent with core recommendations of the Institute for Medicine report on EMS: Emergency Medical Services: At the Crossroads.²

Exact clinical outcomes in EMS systems remain difficult to define and measure. The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include: discomfort is minimized; disability is reduced; death is minimized; destitution eliminated; disfigurement is reduced; and, disease is identified and reduced.

The current level of the scientific research and the numbers of variables impacting patient outcomes beyond the EMS system's control limit the applicability of outcome measurement. In addition, accessing reliable outcome data is frequently difficult. EMS systems typically use process measures and process improvement as a point of reference in moving toward enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

B. Medical Oversight

The City shall furnish medical control services at its expense, including the services of a System EMS Medical Director for all system participants' functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control mobile intensive care nurses and physicians).

²National Highway Traffic Safety Administration. (2019). *Emergency Medical Services Agenda for the Future*. Washington, DC: United States Department of Transportation.
Institute of Medicine. (2006). *Emergency medical services: At the crossroads*. Washington, DC: National Academies of Science.

City recognizes the unique role of the EMS System Medical Director in providing his/her delegated authority to perform certain medical acts to Franchisee personnel in accordance with the standards outlined by Alabama law. It is the City's intent that a single EMS Medical Director be utilized for all aspects of its coordination of the EMS system. Other service agreements with the EMS Medical Director may be desirable or necessary; however, any other relationship between any individual or organization with the EMS Medical Director shall not conflict with the roles and responsibilities as outlined herein.

1. Medical Protocols

Franchisee shall comply with Medical Protocols and other requirements of the System Standard of Care as established by the EMS Medical Director.

Franchisee shall statistically document compliance to system medical protocols. This documentation shall describe the performance of Franchisee as a whole, its component parts (e.g. communications, first responders and transport), and individual system participants (personnel).

Medical protocols shall be reviewed and updated by the EMS Medical Director on an annual basis with input from system participants. The review process is to be defined in writing by the EMS Medical Director and at a minimum shall address the effectiveness of the protocol and document the system's compliance to the protocol.

Current Medical Protocols are available online at www.adph.org/ems

2. Direct Interaction with Medical Control

Franchisee personnel functioning under these specifications have the right and responsibility to interact directly with the system's medical leadership on all issues related to patient care. This personal professional responsibility is essential.

3. Medical Review/Audits

The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a

statistically significant random sampling of patient contacts provides a snapshot of the clinical care provision and enables the EMS Medical Director to identify the need for a more targeted or detailed audit. The process also assists to validate the effectiveness of ongoing process measures to monitor and improve the performance of care. If the audit process is to be positive, it must be just one component of a quality management program that places the majority of attention and activity on measuring system process performance and routinely engaging in improvement efforts that result in reduction of common causes of process variation and/or improvement in process performance over time. It is Franchisee's responsibility to comply with the EMS Medical Director audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

The EMS Medical Director may require that any Franchisee employee attend a medical audit when necessary. Employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every certificate holder involved in a case being reviewed is not required, unless mandated by the EMS Medical Director.

C. Demonstrable Progressive Clinical Quality Improvement & Continuing Education Required

The City requires that the Franchisee develop and implement a comprehensive quality management program that incorporates compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS system, including first responder agencies, medical communication center operations, and Public Health. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Franchisee; and the City and based on current EMS research and call demand. The system Medical Director will ultimately approve and implement the quality monitoring and improvement plan to be used in the City by all providers.

1. Quality Management Processes

EMS system quality management in America is frequently limited to a retrospective evaluation of patient care reports. A growing number of EMS systems have expanded the scope of their quality management efforts to include clinical and operational performance indicators paired with an education system designed to make clinical improvements.

The City of Tuscaloosa is committed to a comprehensive model of quality management that, while patient centered, encompasses all vital functions within the system. The City is looking for potential Franchisees who share this perspective. Proposers are required to document their commitment to have the senior members of their Tuscaloosa operating unit actively participate in the leadership and oversight of the quality management system. This commitment includes but is not limited to active participation of Proposer's senior leadership in required local/regional meetings to improve EMS, submission of comprehensive key performance indicator reports to the City and the Local EMS Agency, and actively participating in projects designed to improve the quality of EMS in region.

Proposers will describe their overall approach to comprehensive quality management (operational and clinical) and the reporting of Key Performance Indicators (KPI). A sample (for illustration purposes only) of the type of initial monthly reporting tool that the City anticipates the provider will utilize is provided at Appendix 7.

Proposers are encouraged to incorporate the Malcolm Baldrige National Quality Program. Examples of this program can be downloaded at <https://www.nist.gov/baldrige>.

While the City will not be requiring Proposers to apply for the Baldrige Award, it does believe that the core areas addressed by this process provide a solid foundation for a comprehensive quality management program. These areas include:

- Leadership
- Strategic Planning
- Focus on Patients, Other Customers and Markets

- Measurement, Analysis, and Knowledge Management
- Workforce Engagement
- Process Management
- Results

The City's preferred EMS quality management program will be meaningful to the EMS system and the Franchisee and aimed on continuous control and improvement of core processes. Complex systems or packaged programs alone are not desirable. Proposers are requested to present a clear, concise, and implementable set of processes and practices designed to produce tangible improvements for the patients and other customers served by our EMS system, the Proposer's employees who serve the City, and the other agencies involved in the EMS system. At a minimum, Proposers should address the following components in its response:

Leadership

- Describe the Proposer's leadership structure. Include purpose, vision, mission, and values.
- Describe the quality management competencies that members of the leadership team will possess including their ability to analyze performance data and conduct improvement projects.
- Describe the methods used to communicate openly with the workforce and the methods used to assess the effectiveness of this communication. Include a description of how the organization communicates performance data to the members of the workforce involved in the process whose performance is being monitored.
- Describe how the organization's leadership team promotes legal and ethical behavior for themselves and the entire organization. Describe the organization's process for handling breaches of ethical behavior.
- Describe how the organization's leadership promotes a culture focused on patient and employee safety.
- Describe how the organization handles situations that have or may have had an adverse impact on patients or the public.

Strategic Planning

- Describe how the organization assesses its strategic challenges and opportunities. Describe how the organization creates strategic objectives and goals in response to the challenges and opportunities it faces.
- Please provide an example of the organization's ability to execute its strategic plan and accomplish objectives.
- Describe the process for creating action plans from the strategic objectives. Please provide a sample of an action plan that's aligned with one of the organization's strategic objectives.

Focus on Patients, Other Customers and Markets

- Describe how the organization determines the desires, needs, and expectations of patients and other customers. Include a list of key customer groups in addition to patients.
- Describe the mechanisms that the organization uses to incorporate the "voice of the customer" in the strategic planning and quality management processes.
- Other aspects of healthcare have documented inequalities in diagnosis and treatment based on age, ethnicity, and gender. Describe the organization's system for assuring and monitoring equitable EMS care to traditionally underserved patients such as the elderly, substance abusers, and psychiatrics as well as to all patients based on neighborhood, age, gender, and ethnicity.
- Describe and provide detailed examples of the methods the organization uses to assess and monitor the effectiveness at meeting the needs and desires of patients and other customers. If possible provide examples of what you've learned by using these monitoring methods and the action you've taken to improve the service to patients and other customers.
- Describe the organization's mechanism for managing complaints. Include methods for receiving, investigating, resolving, and tracking complaints. Include the method for analyzing complaint patterns along with examples of improvement activities that have resulted from this analysis.
- Most EMS systems engage in safety management practices designed to protect providers. Very few EMS systems engage in programs that address both provider and patient safety by developing a safety-based culture. Describe the safety management systems that will be utilized.

Measurement, Analysis, and Knowledge Management

- A comprehensive quality management system addresses all of the key areas in an organization that are essential to accomplishing the organization's purpose, vision, values, and strategic objectives. Key areas are likely to include clinical performance, employees, fleet management, fiscal sustainability etc. Proposers should list their Key Result Areas (include a definition and measurable performance indicator) along with a description of how that area contributes to the accomplishment of the organization's purpose, vision, values, and strategic objectives.
- The Proposer selected to provide emergency ambulance service to City are to work with TFR, the system Medical Director and other local/regional committees established to expand Key Performance Indicators (KPIs) for each of the key result areas. Please provide a list of suggested KPIs for each of the key result areas listed in the proposal. Include a specific data definition and data source for each KPI. In addition to those items outlined at Appendix 7; At minimum Proposers should describe KPIs that track:
 - Response time performance (Fractile) by zone, priority, and City-wide
 - Scene time and total prehospital time for time dependent clinical conditions like cardiogenic chest pain, stroke, and major trauma
 - Customer satisfaction
 - Complaint management
 - Clinical Care including pain management
 - Employee satisfaction
 - Paramedic skill retention
 - Use of mutual aid
 - Safety
- Additionally Proposers should describe their method for regularly assessing compliance with the EMS system's Medical Protocols.
- Proposers are to describe how the organization will make performance data and analysis available to employees, customers, the Local EMS Agency, the City, and other system partners.

- Describe the organization's approach to learning and performance improvement using industry and non-industry benchmarking.
- Describe the organization's information technology system used to support the measurement, analysis, and reporting process. Include the approach to HIPAA compliance, data accuracy, timeliness, and security for this information system.
- Other aspects of healthcare are making dramatic improvements in the quality of clinical care by using checklists.

Workforce Engagement

The City believes that an experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services. A number of personnel of this caliber are currently working in the local EMS System. Therefore the treatment of incumbent employees is a vital component of proposals. To maintain the high quality of care provided in the system and to ensure a smooth transition, all currently qualified Franchisee ambulance employees will be considered for preferential hiring by the Proposers. Employee's seniority status, salary, and benefits must be maintained or improved. Proposers are encouraged to meet with current system employees prior to submitting proposals.

- Describe the organization's process for assessing the engagement and satisfaction level of employees. Include description of an ongoing process that produces qualitative and quantitative KPIs for employee satisfaction.
- Describe the organization's two-way communications process between front line employees and the leadership team.
- Describe the organization's mechanism for encouraging, gathering, providing feedback on, and acting on employee improvement suggestions.
- Describe the organization's method for providing system and individual performance feedback to employees.
- Describe the organization's mechanism for involving front line employees in quality and performance improvement projects.
- Describe the credentialing requirements for the employees including but not limited to EMT's, paramedics, dispatchers, and mechanics.
- Describe the career ladder and professional development process for members of the workforce. Include a description of the succession plan for key positions.

- Describe the methods to assess, maintain, and develop new skills for employees in the workforce.
- Describe the organization's practices to ensure diversity in the workforce. Address the organization's level of diversity alignment with the communities that you serve.
- Describe the organization's practices and policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
- Impaired providers present a significant safety risk for patients, partners, and others in the community. Proposers should describe their commitment to ensuring that providers are free from the influence of alcohol and intoxicating drugs.
- Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Crew members working on ambulances in the system shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a City declared disaster. Proposers should describe their mechanism to assure that these requirements are adhered to.

Process Management

- Describe the organization's core competencies and how these were determined.
- Describe how the organization designs key processes with the involvement of patients, customers, front line employees, and system partners.
- Describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.
- Describe the organization's experience with trials related to clinical innovation (new medications, equipment and clinical protocols).

Results

- Describe the results the organization intends to produce through effective management of its key result areas. Include descriptions of the results patients,

other customers, system partners, and the City can expect from the organization's provision of service. Include specific health outcomes if possible.

- Describe the organization's commitment to measurably improving the health status of our community through prevention, chronic disease management, or public education activities.
- Improvements results are often the result of focused improvement projects. Describe the approach to commissioning, managing, and tracking improvement projects.

2. Dedicated Personnel Required & Support for Medical Director and Clinical Research

The Franchisee's quality management program shall be incorporated into every layer of management and not be assigned to the responsibility of a single frontline or middle management position. A senior manager shall be responsible for oversight and management of the key performance indicators and ongoing organization-wide quality management programs.

The Franchisee shall designate an individual to implement and oversee the Franchisee's on-going clinical quality program. This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement. The Proposer shall describe how frontline employees closest to key processes such as clinical care, fleet, and customer service will be routinely integrated in the process improvement efforts.

The Franchisee shall participate in system-wide research initiatives and provide internal staffing support for actions directed by the Medical Director.

3. Customer Service Hotline

Franchisee shall establish and publish a Customer Access Hotline giving internal and external customers and system participants the ability to contact a designated liaison of the Franchisee's leadership team to discuss commendations or suggestions for service improvements. The number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The hotline number will be published in the local telephone directory and on the Franchisee website and publicized at local healthcare facilities, fire stations and public safety agencies.

Members of the Franchisee's Leadership Team are to be automatically notified via pager/text message of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.

Clinical error or compliance processes are deemed confidential, including proceedings, findings, and documents and are protected from disclosure. All system participants will be required to enter into privacy agreements as required by law and that compel individuals involved to adhere to the confidentiality requirements of the process. Clinical care error documents will not be released except as required by law or as required by individual regulatory monitoring agencies or fiscal intermediaries according to pre-established City and Local EMS Agency policy and agreement.

4. Continuing Education Program Requirements

Franchisee shall provide in-house or sub-contracted in-service training programs designed to meet state certification requirements at no cost to employees and shall make those programs also available to first responders. In addition, Franchisee is strongly encouraged to target educational content to address local system needs. All in-service and continuing education programs must comply with state regulations and also must be approved by the Medical Director.

D. Transparency of Clinical and Operational Benchmarks Required

Benchmarking of Key Clinical Indicators (KCI) and Key Performance Indicators (KPI) of the system is required. Some of the interim measurement may be process oriented in lieu of outcome measurements.

It is anticipated that the KCI will evolve with the development of the local EMS system as approved from time to time by the EMS Medical Director. Franchisee shall provide information necessary to benchmark KCIs as generally illustrated at Appendix 7.

Other KCI benchmarking may include comparing clinical data published by the National Association of EMS Physicians or other national organizations comparing the system with other similarly designed clinically sound systems.

Examples of non-clinical Key Performance Indicators (KPI) to be benchmarked may include:

- employee injuries,
- vehicle collisions (>\$250 damage) per 100,000 fleet miles,
- critical vehicle/equipment breakdowns (interfering with a response or transport) per 100,000 fleet miles,
- consumer satisfaction,
- employee turnover,
- employee satisfaction,

E. Transport Requirement and Limitations

As outlined in greater detail in other sections, Franchisee has an obligation to respond to all emergency medical requests and provide ambulance transport in the City. However, there are limitations and flexibilities as described herein.

1. Destinations

Franchisee shall be required to transport Patients from all areas in accordance with the approved Medical Control Destination Protocols.

2. Prohibition against Influencing Destination Decisions

Franchisee personnel are prohibited from attempting to influence a patient's destination selection other than as outlined in the destination policy.

3. Provision to Restrict Service based upon Demonstrated Abuse

Should Franchisee determine that specific individuals have chronically abused the required transport provision of the EMS service, they shall report the names of those individuals to System Medical Director and the Medical Director will work with Franchisee and the Alabama Department of Health to develop procedures for interventions to limit chronic non-medically necessary utilization.

F. Approved Base Station Hospitals

The City shall notify Franchisee in writing of changes or additions to such approved base station hospitals, as such changes or additions occur.

G. Minimum Clinical Levels and Staffing Requirements

1. Ambulance Staffing Requirements

All Ambulances rendering Emergency Ambulance Services under this Franchise shall be staffed and equipped to render either ALS paramedic level care and transport or Basic Life Support Service.

Franchisee is required to staff ALS units with a minimum of one (1) EMT-P and one (1) EMT for all units responding to requests from the City designated PSAP that are designated potentially life threatening or urgent responses in accordance with the then current MPDS criteria established by the Medical Director.

Franchisee is required to staff BLS units with a minimum of two (2) EMTs for all units responding to requests from the City designated PSAP that are designated non-life threatening or less acute in accordance with the then current MPDS criteria established by the Medical Director.

At Franchisee's sole option, the requirement for EMT staffing levels on any or all units may be enhanced to higher levels of training without additional obligation of the City.

2. Personnel Certification and Training Requirements

All of Franchisee's ambulance personnel responding to emergency medical requests shall be currently and appropriately credentialed to practice in the State of Alabama. Franchisee shall, at minimum, conduct criminal background checks on employees upon hire and periodically review driving records of employees. Franchisee shall retain on file at all times: copies of the current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this Agreement.

Required certifications include:

a. Emergency Medical Dispatcher (EMD) Certification.

All Franchisee's communications personnel supporting emergency and/or non-emergency phone access lines and dispatching emergency medical service requests shall be currently certified in a recognized approved protocol-based dispatch certification program meeting the requirements of the International Academies of Emergency Dispatch (IAED). Franchisee shall retain on file at all times, copies of the current training documentation and valid certifications of all personnel performing services under this Agreement(s).

b. National Registry Certification.

Franchisee(s) shall retain on file at all times, copies of the current training documentation and valid certifications of all paramedics and Emergency Medical Technicians performing services under this Agreement.

c. Medical Director Required Training.

Franchisee shall document that each paramedic and Emergency Medical Technicians has satisfactorily completed comparable training adequate to ensure competency in the skills approved by the EMS Medical Director. Franchisee shall retain on file at all times, copies of the current training documentation and valid certifications for all Medical Director required training for Paramedics and Emergency Medical Technicians performing services under this Agreement.

d. Company Orientation and On-Going Preparedness.

Franchisee shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and City communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the City and in surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement, and the billing and reimbursement process and compliance.

Orientation shall include a minimum of 2 hours of EMS system orientation provided by or approved by TFR.

e. Preparation for Multi-casualty Response

Franchisee shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the County's Emergency Response Plan which is on file at the City and/or the Local Emergency Management Agency, and prepare them to function within the medical portion of the Incident Command System.

f. Driver Training.

Franchisee shall maintain an on-going driver training program for ambulance personnel. The program, the number of instruction hours, and the system for integration into the Franchisee's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) will be reviewed and is subject to approval by the City initially and on an annual basis thereafter. Main City streets, use of GPS and map reading shall be an integral part of driver training. Training and skill proficiency is required at initial employment with annual training refresher and skill confirmation.

g. Infection Control and Personal Protective Equipment.

Franchisee shall create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.). The Franchisee shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure. The Franchisee shall provide adequate PPE for its personnel responding to requests for service within the City. Franchisee shall test its personnel at its expense for infectious diseases during unusual health events (e.g. pandemics) as prescribed by the City.

h. Critical Incident Stress Debriefing.

Franchisee shall establish a repetitive stress and critical incident stress action plan. Included shall be an ongoing stress reduction program for its employees

and access to trained and experienced professional counselors. Plans for these programs shall be submitted to City for approval.

i. **Homeland Security**

Franchisee and Franchisee's employees shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the City for dealing with terrorist events, weapons of mass destruction, and other Homeland Security issues.

H. Field Supervision

Franchisee shall provide 24-hour a day on-duty supervisory coverage within the City. An on-duty employee or officer must be authorized and capable to act on behalf of the Franchisee in all operational matters.

I. Treatment of Incumbent Work Force

A number of dedicated highly trained personnel are currently working in the Tuscaloosa EMS system. To ensure a smooth transition and to encourage personnel to remain with the system, all current qualified Franchisee Ambulance employees will be considered for preferential hiring by the Franchisee. The Franchisee should offer employees employment in substantially similar positions.

Employment stability within the EMS system is an important concern of incumbent employees. Franchisee agrees that all incumbent personnel hired will retain "seniority status" earned while working full-time in the Tuscaloosa EMS system and will be used as criteria for "bidding" shifts, partners or other assignments.

Franchisee will provide a benefit program comparable to the employees' current program, for all full-time employees.

The City expects that to attract and retain outstanding personnel, Franchisee must utilize reasonable compensation methods. Franchisee's economic efficiencies are not to be derived from the use of sub-standard compensation. The system in no way intends

to restrict the ingenuity of Franchisee and its employees from working out new and creative compensation (salary and benefits) programs. The system's goal is simply to ensure that Franchisee initially and throughout the term of the Agreement provides a financial benefit to encourage employee retention and recruitment for the system.

J. Character Competence and Professionalism of Personnel

The parties understand that Ambulance services are often rendered in the context of stressful situations. The City expects and requires professional and courteous conduct and appearance at all times from Franchisee's Ambulance personnel, medical communications personnel, middle managers and top executives. Franchisee shall address and correct any occasional departure from this standard of conduct.

All persons employed by Franchisee in the performance of its work, shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check.

It is the City's intent in requiring a criminal record check that Franchisee is aware of any felony or misdemeanor convictions that could be a factor related to an individual's performance in an EMS system. These should include, at a minimum, debarment from the federal Medicare program, felony or misdemeanor convictions related to driving under the influence, drug related offenses, and sexual offenses including rape, child abuse, and spousal abuse. These record checks are to be performed at a minimum biannually. Franchisee must independently judge the employability and potential liability associated with employing any individual with a past history of such offenses.

K. Key Personnel

Key managers shall participate in on-going training and development programs for EMS managers and supervisors offered to those personnel at no cost. While there is no specific requirement regarding the exact content of the development program, managers should receive training similar to the content provided in the American Ambulance Association's Ambulance Service Manager Certificate Program within twenty-four (24) months of executing this Agreements.

Stability of the Franchisee's leadership team directly correlates with the continuation of the performance of the EMS system. The Franchisee shall describe how it will ensure continuity and reduce managerial turnover in the system.

L. Internal Health and Safety Programs

The Franchisee shall propose and demonstrate that it will have comprehensive approach to enhance the safety and health of the work force and develop a safety culture within the organization. These shall, at a minimum, include driver training, safety and risk management training and a fatigue management plan.

The Franchisee shall provide adequate personal protective gear (PPE) and equipment to employees working in hazardous environments such as routine care, rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall include appropriate head and flesh protection for employees. The Franchisee shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

M. Evolving OSHA & Other Regulatory Requirements

It is anticipated, during the term of the Agreement(s) awarded to Franchisee, that certain regulatory requirements for occupational safety and health, including but not limited to infection control, blood borne pathogens and TB, may be increased. It is the City's expectation that Franchisee will adopt procedures that meet or perform better than all requirements for dealing with these matters.

Franchisee shall make available at no cost to its employees all currently recommended immunizations and health screening to its high-risk personnel.

N. Discrimination Not Allowed

During the performance of the Agreement, Franchisee agrees that it will comply with all applicable provisions of federal, state and local laws and regulations prohibiting discrimination. Specifically, Franchisee warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), and all other regulations promulgated there under. Franchisee will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual preference or age. Franchisee will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, religion, color, disability, national origin, sex, sexual preference or age. Such action shall include but is not limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

O. Work Schedules and Human Resource Issues – An Employee Matter

Although this is a performance-based Agreement and Franchisee is encouraged to be creative in delivering services, Franchisee is 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, or mandatory overtime without adequate rest.

Crew members working on ambulances in the City shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required. The only exception will be a City declared disaster. Proposers should describe their mechanism to assure that these requirements are adhered to.

The City emphasizes that Franchisee is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately

executed by Franchisee. The City will not otherwise involve itself in Franchisee's management/employee relationships.

Section V. Operations Management Provisions

A. Services Description

Franchisee shall furnish all Emergency Ambulance service for the entire population of the City. Franchisee Emergency Ambulance services shall be provided at the EMT-Paramedic level while some services, including non-acute urgent requests and transfers, may be provided at the Basic EMT level in accordance with the then current medical protocols approved by the Medical Director. BLS units cannot be substituted for paramedic units on requests/responses that are prioritized to require ALS. The arrival of a BLS unit at an ALS assignment does not “stop the response time clock”

Except as otherwise provided herein, Franchisee shall be the sole Ambulance organization authorized by the City in the respective, awarded franchise covered under this RFP to provide ambulance services in the City of Tuscaloosa. Requests for EMS originating in the defined service area processed through the 911 facilities will be referred to Franchisee.

B. Response Time Performance, Reliability & Measurement Methods

Response times are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the City will not limit Franchisee’s flexibility in the methods of providing ambulance service. This is based upon Franchisee’s commitment to conform to the Response Time Standards. Therefore, an error on Franchisee’s part in one phase of its operation (e.g. dispatch, system deployment plan, ambulance maintenance, etc., shall not be the basis for an exception to Franchisee’s performance in another phase of its operation (e.g. clinical performance or response time performance). Appropriate response time performance is the result of a coordinated effort of Franchisee’s total operation and therefore, is solely Franchisee’s responsibility. Response time shall be measured in minutes and integer seconds, and shall be “time stamped” by the City designated Communications Center as to call transfer time in combination with the time stamping of the Franchisee computer aided dispatch system. To the extent technically feasible, the City will work with the Franchisee

to help assure that the Franchisee's dispatch clocks can be synchronized to the area PSAPs.

1. Description of Call Classification

These specifications outline five priorities with which Franchisee must comply by meeting specified Response Times. The call classification as Emergency or Non-Emergency assignment as Priority 1 through 5 accomplished by presumptive prioritization by the medical communications center. This shall be done in accordance with the then current Emergency Medical Dispatching protocols as approved by the system Medical Director.

2. Response Time Performance Requirements

For response time monitoring, reporting and compliance purposes, within the City, Franchisee's response time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

a. Potentially Life Threatening Emergency Response (Priority 1).

Franchisee shall place a transport-capable Advanced Life Support ambulance at the scene of each life-threatening emergency request as presumptively determined in accordance with the MPDS, [e.g. MPDS Echo and Delta] within nine (9) minutes and 0 seconds on not less than 90% of all life-threatening emergency response requests in all designated high call density areas of the City. Response time requirements for designated low call density areas within the City shall be within 12 minutes and 0 seconds on not less than 90% of all life-threatening emergency response requests.

The Franchisees' response time clock begins when the call is time stamped as passed from the PSAP and received by the Franchisees' dispatch center.

For presumptively designated life-threatening emergencies, the EMD will notify/confirm notification of First Responder agencies in accordance with protocols determined by the System Medical Director.

For every presumptively defined life-threatening emergency call exceeding the Response Time Standard defined herein, Franchisee shall document in writing the cause of the extended Response Time and Franchisee's efforts to eliminate recurrence.

b. Non-Life Threatening Emergency Response (Priority 2).

Franchisee shall place a transport-capable Advanced Life Support ambulance at the scene of each non-life-threatening emergency request [e.g. generally MPDS Charlie and Bravo, non-lights and sirens response] as presumptively determined in accordance with the MPDS within 11 minutes and 0 seconds on not less than 90% of all non-life-threatening emergency response requests. This shall apply to all Non-life-threatening emergency response requests in all designated high-call density areas of the City.

Response time requirements for designated low call density areas within the City shall be within 14 minutes and 0 seconds on not less than 90% of all non-life-threatening emergency response requests.

For every presumptively defined non-life-threatening emergency call exceeding the Response Time Standard defined herein, Franchisee shall document in writing the cause of the extended Response Time and Franchisee's efforts to eliminate recurrence.

c. Urgent Response (Priority 3).

Franchisee shall place a transport-capable Basic Life Support ambulance at the scene of each urgent response request [e. g. Alpha] as presumptively determined in accordance with the MPDS within 15 minutes and 0 seconds on not less than 90% of all urgent response requests. This category of response has historically been used when an immediate response is necessary (e.g. MPDS-Alpha and some lower level MPDS Bravo requests non-lights and sirens response; low acuity auto accident with first responders present, urgent inter or intra facility transport, etc.). This shall apply to all urgent response requests in all designated high-call density areas of the City.

Response time requirements for designated low density areas within the City shall be within 18 minutes and 0 seconds on not less than 90% of all non-life-threatening emergency response requests.

For every presumptively defined urgent call exceeding the Response Time Standard defined herein, Franchisee shall document in writing the cause of the extended Response Time and Franchisee's efforts to eliminate recurrence.

d. Non-Emergent Services

The City recognizes that the Franchisee's primary responsibility is to meet emergency service demands within the City of Tuscaloosa. As a result, City understands that the Franchisee's response to nonemergency requests may be occasionally and temporarily delayed until sufficient reserves of emergency production capacity can be restored to the system.

Even so, to provide superior customer service, and enhance the economic viability of the system, the Franchisee shall furnish sufficient production capacity and shall manage its available resources so as to provide prompt non-emergency transfer service. Especially in the case of any scheduled non-emergency transfer requests; the Franchisee shall furnish service on schedule.

When the Franchisee is unable to provide reasonably prompt nonemergency service, or is temporarily unable to provide the service as scheduled, the Franchisee shall inform the individual or agency requesting such service, explaining the reasons for the temporary delay, and shall furnish an honest, reasonable estimate of the time service will be available. For unscheduled non-emergency (Priority Four) requests for service, this estimate and conversation with the patient or agency shall take place fifteen (15) minutes before and every 15 minutes after the scheduled pickup time.

For scheduled non-emergency transfer requests, the Franchisee will make every effort to provide the customer with the customer's requested transfer time. For scheduled non-emergency (Priority Five) requests for service, this estimate and conversation with the patient or agency shall take place fifteen (15) minutes

before and every 15 minutes after the scheduled pickup time. Negotiation of the transfer time shall not occur except in rare circumstances. All negotiated Transfer times shall be documented and forwarded to the City in a report within five days after the end of the month.

The following staffing capabilities shall apply unless an alternative Clinical or Operational Innovation is presented and subsequently accepted by City:

1) **Unscheduled Non-Emergency (Priority Four)**

The Franchisee shall place a transport-capable Advanced Life Support or a Basic Life Support ambulance, as presumptively determined in accordance with MPDS, at the scene of each unscheduled (less than twenty-four (24) hours' notice) non-emergency request within 60 minutes and zero seconds on not less than 90% of all unscheduled non-emergency response requests. *The time interval shall be measured from the agreed upon pick-up time or, if no pick-up time is designated, then from call receipt.* This shall apply throughout the Service Area.

This shall include all requests for immediate non-emergency Transportation such as, but not limited to, emergency department discharges, clinic discharges, hospital discharges, and nursing home discharges.

2) **Scheduled Non-Emergency (Priority Five)**

For those non-emergency requests made 24 hours in advance, The Franchisee shall place a transport-capable Advanced Life Support or a Basic Life Support ambulance, as presumptively determined in accordance with MPDS, at the scene of each scheduled non-emergency transport within 30 minutes and zero seconds of the time of the scheduled transport on not less than 90% of all scheduled non-emergency response requests. This shall apply to all areas within the Service Area.

e. Summary of Response Time Requirements

Figure 1 summarizes the Response Time Compliance requirements for ambulances throughout the City by Priority and Call Density Zone.

Figure 1: Response Time Compliance Requirements Summary

Priority Level	Compliance	High Density	Low Density
Priority 1	90%	9 min. 0 sec.	12 min. 0 sec.
Priority 2	90%	11 min. 0 sec.	14 min. 0 sec.
Priority 3	90%	15 min. 0 sec.	18 min. 0 sec.
Priority 4	90%	60 min. 0 sec.	60 min. 0 sec.
Priority 5	90%	30 min. 0 sec.	30 min. 0 sec.

3. Equity in Response Times throughout the City and Reporting Period

The City recognizes that equity in response times is largely based upon call densities within the Service Area. In developing Response Time Equity Standards, the City has aggregated all areas of the City into two response zones.

The City recognizes that there may be an insufficient number of calls in the low density zone in a month to equitably report Franchisee’s performance in each priority category. Therefore, should there be less than 50 calls in the reporting month, that month’s responses and performances shall be aggregated to the following month. The aggregation shall continue until the combined reporting months reach 50 calls. At that point the performance for the combined period shall be reported on a consolidated basis. Any Liquidated Damages that may be imposed by the City will be for the consolidated reporting period and not for individual months within the consolidated reporting period. In addition, No *per minute* liquidated damages will be applied in low density zones.

Superior response time performance early in a month is not a reason or justification to allow inferior response time performance late in the month. Therefore, the Franchisee shall use its best efforts to minimize variations or

fluctuations in response time performance according to day of week, or week of month.

City reserves the right to periodically review any specific area or time frame within the month to identify if there are pockets of inequitable Response Time performance and refer such findings to Franchisee for mitigation. While this requirement does not change the method of calculating contractual response time requirements, Franchisee will report its mitigation strategy to the City within 15 days. Chronic patterns of response variation or Franchisee's failure to address significant variations could constitute a breach of the Agreement.

4. Response Time Measurement Methodology

Franchisee's response times shall be calculated on a monthly basis to determine compliance with the fractal standard set forth in Section V.B.1.-3., above. Response times are calculated from the time Franchisee receives the call from the City Fire Communications Center until an ambulance unit arrives at the requested address, at the nearest public road access to the scene, or is cancelled by a public safety agency.

The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following are applicable:

f. Time intervals

For the purposes of the Agreement, Response Times shall be measured from the time the call is received at Franchisee's dispatch center until arrival at incident location by the first arriving transporting Ambulance or until the call is cancelled by the calling party or a public safety agency.

Arrival at incident location means the moment an Ambulance crew notifies Franchisee's 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 materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the Ambulance arrives at the designated staging location or nearest public road

access point to the patient's location. The Medical Director may require Franchisee to log time "Patient Contacted" for medical research purposes. However, during the initial term of the Agreement(s), arrival time for patient contact intervals shall not be considered part of the contractually stipulated Response Time.

In instances when Ambulances fail to report "at scene," the time of the next communication with that Ambulance shall be used as the "at scene" time (e.g. time at Patient). However, Franchisee(s) may be able to document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

4. Calculating upgrades, downgrades, turn-arounds and canceled responses.

From time to time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and liquidated damages for Non-compliance will be as follows:

g. Upgrades

If an assignment is upgraded, prior to the arrival on scene of the Emergency Ambulance, (e.g. from Priority 2 to Priority 1), Franchisee's compliance and liquidated damages will be calculated based on the shorter of:

- i) Time elapsed from call receipt to time of upgrade plus the more stringent priority Response Time Standard, or
- ii) The original less stringent priority Response Time Standard.

h. Downgrades

If a call is downgraded, prior to arrival on scene of the Emergency Ambulance, (e.g. from Priority 1 to Priority 2), Franchisee's compliance and liquidated damages will be determined by:

- i) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the more stringent priority Response

Time Standard, the more stringent higher priority standard will apply; or,

- ii) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the more stringent priority Response Time Standard, the less stringent lower priority will apply. In all such cases documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified in the sole discretion of the City, the longer standard will apply.

i. Reassignment En route

If an Ambulance is reassigned en route or turned around prior to arrival on the scene by the Emergency Ambulance, (e.g. to respond to a higher priority request), compliance and liquidated damages will be calculated based on the Response Time Standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Emergency Ambulance on the scene from which the original Ambulance was diverted.

If an ambulance is diverted to a higher priority call the new incident begins at the time stamped "call received" for that incident and not the time of the diversion.

For clarity, the Response Time clock for the original incident will not stop until the arrival of a unit on the scene from which the original unit was diverted. If the unit is diverted to a higher priority call the new incident begins at the time stamp "call dispatched." (e.g. Ambulance "A" is dispatched to incident "1", a non-critical event. En-route, Ambulance "A" diverts to incident "2". Ambulance "B" is then dispatched to incident "1". The time stamp for response time calculation for incident "2" starts at the time Ambulance "A" is diverted to incident "2." The time stamp for response time for incident "1" is based upon the original call dispatch time.")

j. Canceled Calls

If an assignment is canceled prior to arrival on the scene by the Emergency Ambulance, Franchisee's compliance and liquidated damages will be calculated based on the elapsed time from receipt of call to the time the call was canceled.

Since Franchisee must commit resources to respond to canceled calls that are canceled will be counted and included in the monthly compliance reports. (for clarity, the single incident gets counted in the call count, and units canceled due to Franchisee issues [maintenance, reassignment en route] and additional units required do not add to the base number of incidents.

5. Response Times outside Primary Service Area are excluded

Franchisee shall not be held accountable for Emergency Response Time compliance for any assignment originating outside the primary service area. Responses to requests for service outside the Service Area will not be counted in the total number of calls used to determine compliance.

6. Each Incident a Separate Response

Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving transporting Ambulance (as appropriately assigned ALS or BLS response) will be used to compute the Response Time for that incident. Note: a BLS unit arrival at an ALS designated assignment does not stop the clock nor will be counted in the call count.

7. Response Time Exceptions and Exception Requests

Both City and Franchisee desire to reduce the number of exceptions to response times granted under the Agreement. Franchisee shall develop and maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time-to-time unusual factors beyond Franchisee's reasonable control affect the achievement of specified Response Times Standards.

- a. In the monthly calculation of Franchisee's performance to determine compliance with the Response Time Standards, every request for service shall be included except those for which exceptions are being granted by the City.
- b. Extended delays at hospitals for transferring patients to receiving facility personnel (Ambulance Patient Off-Load Delay) will not be a criterion for potential

good cause exceptions unless the lost hours from APOD exceeds fifteen (15) percent of the unit hours for the month provided under the Agreement. City shall use best efforts to assist Franchisee in encouraging hospitals to reduce lost hours due to APOD.

c. Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Franchisee's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

d. Exceptions may be requested for the following:

i. Multi-casualty Disaster . The Response Time requirements may be suspended at the sole discretion of the Fire Chief/designee during a declared multi-casualty incident, medical advisory or disaster in City or during a declared disaster in a neighboring jurisdiction to which ambulance assistance is being provided as approved by City.

ii. Severe Weather. Requests occurring during a period of unusually severe weather conditions (e.g. Tornado, Flood, etc.); such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. During these periods, the Franchisee may apply retrospectively to the City for an exception to late runs. To qualify, the Franchisee must provide sufficient documentation of an incident report filled out by the crew stating severe weather with confirmation by the weather service, or third party acceptable to City, supporting such conditions. Reasonable effort must be shown by the Franchisee that mitigation measures were employed (i.e., additional unit hours added, crews held over, etc.) if an advance weather warning was issued by the weather service.

iii. Disasters . Requests during a disaster confirmed by City, locally or in a neighboring jurisdiction, in which the Franchisee is rendering assistance that disrupts or compromises normal Franchisee operations. During such periods, the Franchisee shall use best efforts to simultaneously maintain

coverage within the City while providing disaster assistance as needed. Upon resolution of the disaster event, the Franchisee shall apply to the City for retrospective relief from late run liquidated damages accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter; and the City shall not unreasonably withhold approval of such request. For longer term public health emergencies, or disasters such as a pandemic or other similar event, Franchisee's, request shall clearly show why the event disrupted its ability to perform and demonstrate that it used best efforts to mitigate the impact. (In other words, even though such an event might initially qualify for consideration, as soon as normal operations could reasonably be re-established, the City may no longer approve such a request.)

iv. Local Hospital Divert. City recognizes that when area hospitals go on ambulance divert, the result is an increase of a longer transport distance that places demands on the system beyond the Franchisee's control. During these periods, the Franchisee may apply retrospectively to the City for an exception to late runs. To qualify the Franchisee must provide sufficient documentation showing the impact on unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.

v. Scenes with Multiple Patients. Requests that result from a response to and transport from scenes with multiple patients requiring the utilization of Three (3) or more ambulances at a single incident. During these periods, the Franchisee may apply retrospectively to the City for an exception to late runs on condition a sufficient number of available ambulances in the system at the time of the multiple patient incident.

vi. Access. City recognizes specific conditions that limit access to the location of a call and are beyond the Franchisee's control. Such conditions include: a) Access blocked by train without an alternate route with equal or superior time of travel and without railroad crossing; b) Construction that actually caused a response delay, if not previously known by Franchisee, or if known the Franchisee did not have reasonable means to

mitigate its impact (e.g. no other route). To qualify the Franchisee must provide sufficient documentation showing one of these Two (2) conditions listed above was met.

vii. Dispatch Errors. Franchisee shall not be held accountable for response times on incidents in which the City designated dispatch center fails to provide accurate addresses, MPDS Priority/information or the data required to facilitate deployment and/or timely redeployment of Franchisee resources. An incorrect Priority given as opposed to what Franchisee found on scene is not grounds for an exception.

e. Good Cause

City may allow exceptions to the Response Time Standards for good cause as determined at its sole discretion. At a minimum, the asserted justification for an exception must have been a substantial factor in producing a particular excess Response Time, and Franchisee must have demonstrated a good faith effort to respond to the call(s).

F. Exception Request Procedure.

It is the Franchisee's responsibility to apply to City for an exception to a required Response Time.

If Franchisee feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Franchisee's reasonable control, the Franchisee must provide detailed documentation for each actual response in question to City and request that City exclude these runs from calculations. Any such request must be in writing and received by the City within 20 business days. A request for an exception received after the 20 days will not be considered. The City will review each exception request and make a decision for approval or denial and shall advise Franchisee of its decision. This decision shall be final.

C. Response Time Interval Performance Reporting Procedures and Liquidated Damages and Incentive Provisions

1. Response Time Performance Reporting Requirements

a. Documentation of Incident Time Intervals

Franchisee shall document all times necessary to determine total ambulance response time, including but not limited to time call received by Franchisee, time ambulance crew assigned, time en route to scene, arrival at scene time total on-scene time; time en route to hospital total time to transport to hospital; and arrival at hospital time; time of patient care assumption by hospital staff, time clear of hospital. All times shall be recorded on the City approved Patient Care Report PCR) and in the Franchisee's CAD/Records Management system.

Franchisee shall supply at its expense "First Watch" or a substantially similar 3rd party tool approved by the City that interfaces with the City and Franchisee's CAD system to independently validate response times. Any tool provided shall have automated access via a cell phone application available to designated City officials. The "triggers" or intervals measured and the process to measure response time to be approved by City.

b. Response Time Performance Report

Within ten (10) business days following the end of each month, Franchisee shall document and report to the TFR Chief or designee, in a manner required by the City, information as specified in Section V.F.

- i) Franchisee shall use response time data in an on-going manner to evaluate Franchisee's performance and compliance with response time standards in an effort to continually improve its response time performance levels.
- ii) Franchisee shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

2. Liquidated Damages Provisions

Isolated instances of individual deviations of response times are considered instances of minor non-compliance with the Agreement. However, deviations of Response Time compliance, which are severe or chronic, may constitute a Default of the Agreement as defined by these Specifications.

Failure to comply with any Response Time Interval, performance or other requirements in this RFP or the final Franchise will result in damage to the City. It will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Franchisee and City agree to the liquidated damages specified herein. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty but shall be deemed taken and treated as reasonable estimate of the damages to the City. It is also expressly understood and agreed that City's remedies in the event of the Franchisee's breach or any noncompliance, are not limited to this RFP or the final Franchise liquidated damages provisions. Chronic failure to comply with the Response Time Interval requirements may constitute breach of contract.

a. Penalty for Failure to Provide Data to Determine Compliance

Franchisee shall pay City \$250 liquidated damages each and every time an ambulance is dispatched, and the ambulance crew fails to report and document on-scene time. The Franchisee, in order to rectify the failure to report an on-scene time and to avoid the penalty may demonstrate to the satisfaction of the TFR Chief an accurate on-scene time. Provided, however, TFR may waive the liquidated damages in its discretion for good cause.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

b. Liquidated Damages for Failure to Comply with Response Time Requirements

City may levy and Franchisee shall pay City liquidated damages each and every month that the Franchisee fails to comply with the response time requirements

for each priority level (1, 2, and 3) in the City based on the percentage of compliance for each priority and zone according to the following schedule:

c. Priority One Responses – Liquidated damages

Compliance %	Liquidated Damages
>89-<90%	\$10,000
>88-<89%	\$15,000
>87-<88%	\$20,000
>86-<87%	\$25,000
85% or below	\$30,000

In addition, City may levy and Franchisee shall pay City liquidated damages for each and every minute that a Priority One response is non-compliant at the rate of \$5.00 per minute. For purposes of calculating response time liquidated damages, a fraction of a minute is to be rounded up to the next minute. For example, a Priority One assignment arriving one (1) minute and twenty (20) seconds late would result in a penalty of \$10 (2 minutes at \$5 per minute).

d. Priority Two Responses Liquidated Damages

Compliance %	Liquidated Damages
>89-<90%	\$5,000
>88-<89%	\$7,500
>87-<88%	\$10,000
>86-<87%	\$12,500
85% or below	\$15,000

Per minute liquidated damages do not apply to Priority Two Responses

e. Priority Three Responses Liquidated Damages

Compliance %	Liquidated Damages
≥ 88% < 90%	\$750
≥ 86% < 88%	\$1,000
< 86%	\$2,000

f. Priority Four Responses Liquidated Damages

Compliance %	Liquidated Damages
≥ 88% < 90%	\$500
≥ 86% < 88%	\$750
< 86%	\$1,000

g. Priority Five Responses Liquidated Damages

Compliance %	Liquidated Damages
≥ 88% < 90%	\$500
≥ 86% < 88%	\$750
< 86%	\$1,000

h. Phase In of Liquidated Damages Provisions.

Imposition of the liquidated damages for Priority 1 (Code 3) ambulance responses will be in effect beginning the third month of service provided by the Franchisee.

The imposition of the liquidated damage provisions for Priority 2 through 5 ambulance responses will be in effect beginning the fourth month after the contract start date.

i. Liquidated Damage Disputes.

Franchisee may appeal to the TFR Chief in writing within (10) working days of receipt of notification, from the imposition of any penalty or regarding City’s penalty calculations.

3. Incentive for Superior Response Time Performance

To provide an ongoing financial incentive to exceed the minimum requirement of 90% response time reliability for emergency life-threatening responses, for any fiscal quarter in which Franchisee’s actual life-threatening emergency response time performance deviates from the 90% standard of reliability, the per-minute late run liquidated damages for life-threatening emergency calls during the same period, shall be adjusted and shall be credited to the per-minute late run damages in the fiscal quarter immediately following the period in which the credit was earned according to the following schedule:

Actual Reliability	For Superior Performance Priority One the Base per minute damages shall be adjusted to:
Greater than 93%	No liquidated damages
90% to 93%	\$3.00/minute
86% to < 90%	No adjustment

4. Superior Clinical Performance

Should the Franchisee provide clinical performance above the base standards or key Clinical Performance Indicators approved by the Medical Director and reported on its Scorecard, the City may at its option, reduce up to a maximum of 50% of the total amount of liquidated damages imposed if the Contractor fails to comply with the response time requirements in the City for each priority level (1, 2, and 3) based on the percentage of compliance for each priority and zone according to the schedule herein.

The specific measures in the Sample Scorecard provided at Appendix 7 are to be agreed by the parties prior to startup date for this provision and will not become operative until approved by the City and Medical Director. They may be modified during the term by the Medical Director consistent with EMS best practices.

D. Vehicles and Equipment

Franchisee shall acquire and maintain all ambulances, support vehicles, on-board medical supplies/equipment and office facilities and equipment to be used by Franchisee to perform its services under the Agreement. All costs of maintenance including parts, supplies, spare parts and costs of extended maintenance agreements shall be the responsibility of the Franchisee.

1. Ambulances

All ambulances shall meet federal and state requirements as outlined in all applicable Alabama State Statutes and Regulations.

Franchisee shall use an Ambulance type and design most suited to its operation in the City, units are to be similarly, configured with the capability to carry all supplies necessary to function in accordance with EMS System Policies, Protocols and Procedures. It is recommended that ambulances utilize hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients and EMT/paramedics.

The use of Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and GPS mapping technology is required. The Franchisee's AVL system must at a minimum provide live feed screen showing unit locations at City fire communications center at Franchise expense.

Ambulances shall be limited to a maximum mileage of 300,000 miles. No more than 25% of the ambulance fleet shall have over 125,000 miles at the start of the Franchise term. For any used vehicles proposed at the initiation of the Franchise, list of all vehicles detailing make, model, age, and maintenance records must be provided to City four weeks before the term begins.

Franchisee is not required to provide a specific number of dedicated Bariatric Ambulances or Ambulances capable of transporting patients with a highly communicable disease (such as Ebola, etc.); Franchisee shall, at a minimum, maintain an unstaffed but fully equipped Bariatric capable Ambulance within the City and be able to immediately staff the unit and provide these services within a reasonable time frame should they become necessary.

2. Vehicle Markings

Ambulance vehicles used in providing contract services shall display the "911" emergency telephone number on both sides.

Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement.

3. Vehicle Maintenance

Franchisee shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

Ambulance replacement shall occur on a regular schedule but ambulances shall not be retained longer than six (6) years from original date placed in service for primary emergency service. The Proposer shall identify its policy for the maximum number of years and mileage that an ambulance will be retained in the EMS System.

4. Equipment

Franchisee shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by Franchisee will meet or exceed the minimum requirements of the State EMS Website. Additional requirements of the System Medical Director may exceed the State minimum equipment list. The Franchisee will restock any patient care item used by First Responders for any patient in accordance

with the then current system's medical protocols and including specific brands and/or supplies specific to TFR requirements as approved by the System Medical Director.

Franchisee agrees that equipment and supply requirements may be changed with the approval of the System Medical Director due to changes in technology. To the maximum extent feasible, all equipment and supplies to be exchanged shall be the same brand or fully interchangeable with those of all parties in the system.

5. Failure to Meet Minimum In-Service Equipment/Supply Requirements

The City may inspect Franchisee's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the Ambulance Equipment and Supply list issued by the Medical Director, the City may:

- i) Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission.
- ii) Subject the Franchisee to a \$500.00 penalty. The TFR shall bill the Franchisee for the \$500.00 penalty.
- iii) The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life-threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. City may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Franchisee shall comply with these protocols.

6. Vehicle and Equipment Maintenance

Franchisee shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. The City expects that all Ambulances and equipment used in the performance of the Agreement will be maintained in an excellent manner. Any Ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service.

The appearance of ambulances and equipment impact customers' perceptions of the services provided. Therefore, the City requires the Ambulances and equipment that

have defects, even significant visible but only cosmetic damage, be removed from service for repair without undue delay.

Franchisee must ensure an Ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic level Ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of Ambulances, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system. Franchisee shall comply with or exceed the maintenance standard as outlined in the Standards—Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services.

Franchisee shall maintain all bio-medical equipment to the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or equivalent standard. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the Franchisee's expense.

E. Communications System Management

1. Dispatch Center

Franchisee shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by City's designated Communications Center. As soon as a call is determined to be a medical call and it has determined the address and MPDS priority, the City Communications Center will electronically send the assignment to the Franchisee's dispatch center. Should the City determine that there is a need to shift responsibility to the Franchisee for call reception and/or MPDS prioritization and pre-arrival instructions occur during the term of the Franchise, the parties will negotiate in good faith to effect that change.

Franchisee shall establish a dispatch radio communications system including obtaining radio channels and all necessary FCC licenses and other permits as may be required for

the operation of said system, which will enable Franchisee to effectively dispatch ambulance units throughout all areas of the City. Franchisee shall be capable of receiving and replying to such requests for emergency ambulance services by voice or data linkage.

Franchisee's dispatch center shall be capable of dispatching all ambulance units used to provide services pursuant to this Agreement.

2. Dispatch Center Staffing

Staffing levels shall be such that electronic or telephonic notifications from the City designated public safety dispatch centers are answered or responded to within fifteen (15) seconds.

Franchisee shall adequately train and prepare emergency ambulance dispatchers to process emergency medical requests for service utilizing Medical Priority Dispatch protocols as needed and provide continuing dispatcher education to allow maintenance of certifications.

3. Local Dispatch Center Services Required

Local EMS dispatching services are required under this RFP. Subcontracting Dispatch Center Services to another agency within or, outside City but within a reasonable proximity to the City is acceptable. Regardless, the Franchisee will retain accountability and responsibility for the performance of its Dispatch Service.

4. Communications Equipment and Dispatch

City shall provide access to required data output from its CAD and PSAP. Franchisee shall be financially responsible for all interfaces to between City's CAD and Franchisee's computer equipment, its connectivity costs and, if any, for hardware at its dispatch facility including First Watch services.

5. Ambulance Communication Equipment

- a. Franchisee shall equip all ambulances and supervisory vehicles used in performance of services to City with radio equipment for communications with Franchisee's dispatch center on Franchisee's radio channels.
- b. Franchisee shall equip all ambulances and supervisory vehicles used in providing service to the City with radios for communication with hospital receiving facilities and:
 - i) For ambulance-to-hospital communications.
 - ii) Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient.
 - iii) Franchisee shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable City or System Medical Director rules and operating procedures.

F. Data and Reporting Requirements

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

1. Dispatch Computer

The CAD utilized by Franchisee shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

2. Essential Patient Care Record (PCR) and Assignment Data

Franchisee shall utilize the Alabama Department of Public Health; Region 4 approved patient care report (PCR), for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be

accurately completed to include all information required by established EMS Policies and Procedures.

Monthly, Franchisee shall provide data in computer readable format and suitable for statistical analysis for all ambulance responses. Records shall be provided in a format acceptable to the City and agreed upon by the Franchisee.

Franchisee shall, at its expense, utilize First Watch to independently monitor response intervals and to facilitate real time and retrospective analysis of Franchisee's response capabilities and performance. Upon request, Franchisee shall also make First Watch services available to City to monitor TFR response units at the actual cost to the Franchisee.

3. Records

Franchisee shall complete, maintain and provide to the City if requested adequate records and documentation to demonstrate its performance compliance and aid the City in improving, modifying, and monitoring the EMS system.

4. Monthly Reports Required

Franchisee shall provide, within ten (10) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. Franchisee shall document and report to the City electronically or in writing in a form approved by the TFR Chief. Response time compliance and customer complaints/resolutions shall be reported monthly.

Reports shall include, at a minimum.

a. Clinical

- Clinical Scorecard
- Continuing education compliance reports,
- Summary of clinical/service inquiries and resolutions,
- Summary of interrupted calls due to vehicle/equipment failures,
- Patients meeting Trauma, STEMI or Stoke criteria,

- Other QI statistical information reported through the Medical Director

b. Operational

- Calls and transports, by priority, Citywide.
- A list of each and every call where there was a failure to properly record all times necessary to determine the response time, and, for patients meeting trauma criteria, on-scene time and/or transport to hospital time.
- A list of mutual aid responses to and from system.

c. Response time compliance

- A list of each and every emergency call dispatched for which Franchisee did not meet the response time standard, reported by high and low-density zones.
- Canceled transports,
- Exception reports and resolution, and
- Liquidated damages and exemptions.

d. Response Time Statistical Data.

Within 10 working days following the last day of each month, Franchisee shall provide ambulance response time records to TFR Chief in computer readable format approved by the TFR Chief and suitable for statistical analysis for all ambulance responses originating from requests to the City's PSAP center and emergency requests within the City from Franchisee Center or other sources. Said records shall include the following data elements:

- a. unit identifier
- b. location of call – street address
- c. location of call – City
- d. location of call - GPS map coordinates
- e. nature of call (EMD Code)
- f. type of unit assigned to respond (ALS/BLS)
- g. unit response code to scene

- h. time call received
- i. time call dispatched
- j. time unit en route
- k. time unit on-scene
- l. time unit en route to hospital
- m. time unit at hospital
- n. time unit clear and available for next call
- o. outcome (dry run, transport)
- p. receiving hospital
- q. code to hospital
- r. major trauma
- s. number of patients transported

e. **Personnel Reports.**

Franchisee shall provide City with a list of paramedics, EMTs and EMDs currently employed by Franchisee and shall update that list at least monthly.

The personnel list shall include, at a minimum, the name, address, telephone number, Alabama paramedic license and expiration date, the expiration date of any other specialty certifications required by the medical director, and Driver's License number of each person on the list.

f. **Community/Governmental Affairs Report.**

- Number of conducted community education events,
- PR activities, first responder recognitions, and
- Government relations contact report.

g. **Other Reports.**

Franchisee shall provide City with such other reports or records that the TFR Chief and/or the System Medical Director may reasonably require.

G. Coverage and Dedicated Ambulances, Use of Stations/Posts

These specifications are for a performance-based approach rather than a level of effort undertaking involving defined locations. The City neither accepts nor rejects Franchisee's level of effort estimates, rather the City accepts the Franchisee's commitment to employ whatever level of effort is necessary to achieve the clinical Response Time and other performance results required by the terms of the Agreement as outlined in these specifications.

Franchisee shall therefore endeavor to deploy ambulance resources in a manner consistent with this goal.

H. Collaboration with First Responders

An important component of EMS systems is the medical first responder system. It is expected that the Franchisee recognize the key roles performed by the first responders. The Franchisee shall collaborate and communicate with the first responder agencies' personnel. To further this cooperation the Franchisee shall address the following:

1. Availability of Continuing Education

All Advanced Life Support (ALS) and Basic Life-Support (BLS) continuing education offered by Franchisee to its employees shall be available to First Responders on the same terms and conditions upon which it is made available to employees.

2. First Responder Liaison

Franchisee shall designate from among its employees a single individual as its contact person/liaison for the First Response agencies within the Service Area.

3. EMS System Participation

The Franchisee are expected to participate in local EMS activities and meetings including those which combine multiple EMS system stakeholders including the Alabama Department of Public Health, Region 4 EMS Committee, State EMS Care Committee and (as requested) at any TFR/EMS committees.

I. Internal Risk Management/Loss Control Program Required

City believes that education and aggressive prevention of conditions in which accidents occur, is the best mechanism to avoid injuries to Franchisee staff and Patients.

Therefore, the City requires Franchisee to develop and implement within three (3) months an aggressive health, safety and loss mitigation program including, at a minimum:

- Pre-screening of potential employees (including drug testing),
- Initial and on-going driver training,
- Lifting technique training,
- Hazard reduction training,
- Review current information related to medical device FDA reportable events, recall, equipment failure, accidents;
- Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues; and
- Involvement of employees in planning and executing its safety program.

Planning for safety and risk mitigation processes will include, at a minimum:

- Gathering data on ALL incidents that occur within Franchisee workforce,
- Analyze the data to find causative factors and determine preventive measures,
- Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors,
- Gather safety information as required by law,
- Implement training and corrective action on safety related incidents, as required by law,
- Provide initial and on-going training on those practices and interventions,
- Provide safe equipment and vehicles,
- Monitor the results of employee compliance or non-compliance with the safety plan, and

- Refine the plan as new information becomes available.

J. Health Status Improvement and Mobile Integrated Health Initiatives

The City desires that its Franchisee take significant steps to improve prevention and system access through community education programs provided to the school system and community groups. It is City's expectation that Franchisee will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

Franchisee shall annually plan and implement a definitive community education program, which shall include: identification of and presentations to key community groups which influence the public perception of the EMS system's performance, conducting citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness/access, and appropriate utilization of the EMS system.

The Franchisee shall specify how many hours per month it will commit to community education as outlined herein.

Franchisee shall annually undertake at least one project that shall demonstrably improve the health status in the community.

Health status improvement programs targeted to "at risk populations" may include but are not limited to: seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 911 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety/fall prevention program, home hazard inspection program.

City has established an EMS Prevention program to address the unmet social and health needs of its citizens. Franchisee will collaborate with the City to ensure appropriate referrals are made by Franchisee personnel to the program in accordance with written guidance provided by TFR.

Franchisee is to use its best efforts to obtain external grant funding for health status improvement projects.

K. Participation in System Development

The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The City requires that its Contactor actively participate in Regional EMS activities and work groups. Franchisee agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

L. Disaster Assistance and Response

1. Multi-casualty/Disaster Response

Franchisee(s) shall cooperate with City in rendering emergency assistance during a declared or an undeclared disaster, or in multi-victim response as identified in the City's Emergency Response Plan.

In the event the City declares a disaster within the City, or in the event the City directs Franchisee to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended, and Franchisee shall respond in accordance with the City disaster plan. Franchisee shall use best efforts to maintain primary Emergency services and may suspend Non-Emergency services as required.

During disaster or declared multi-casualty situations, Franchisee may be exempted from responsibilities for response-time performance in these situations in accordance with the guidance herein. (e.g. For longer term public health emergencies, or disasters such as a pandemic or other similar event, Franchisee's request shall clearly show why the event disrupted its ability to perform and demonstrate that it used best efforts to mitigate the impact. (In other words, even though such an event might initially qualify for consideration, as soon as normal operations could reasonably be re-established, the City may no longer approve such a request.) When Franchisee is notified that multi-casualty or disaster assistance is no longer required, Franchisee shall return all of its resources to primary area of responsibility and shall resume all operations in a timely manner.

2. Internal Disaster Response Notification

Franchisee shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Franchisee to alert off-duty personnel.

3. Incident Notification

Franchisee shall have a mechanism in place to communicate current field information to appropriate City staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

4. Interagency Training for Exercises/Drills

City expects Franchisee to participate in City sanctioned exercises and disaster drills and other interagency training in preparation for this type of response.

M. Mutual Aid and Stand-by Services**1. Mutual Aid Requirements**

Franchisee shall respond in a mutual aid capacity to other service areas outside the City if so directed by TFR Chief or as required by any mutual aid agreement to which the City is a party. Should the City request the Franchisee provide mutual aid outside the City no response time requirements or damages will apply. However, should the Franchisee elect to use mutual aid to meet its requirements under this Franchise, response time requirements and penalties shall apply. Franchisee shall develop mutual aid relationships with other regional ambulance providers to facilitate a coordinated response. Any such mutual aid agreement shall be approved by the City Fire Chief. Further, it is not anticipated that City ambulance resources will be utilized to respond under mutual aid provisions to non-life-threatening requests for service. Any requests for mutual aid from the City may require reimbursement for use of City resources.

2. Stand-By Service

Franchisee shall provide, at no charge to City or requesting agency, stand-by services at the scene of an emergency incident where there may be an imminent life threat within its emergency response area upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by.

3. Requests for Assistance

Franchisee shall, to the best of its ability without prejudicing emergency coverage requirements, support the City in providing standby services to major public events.

N. Deployment Planning

The City understands that Franchisee will be developing enhanced coverage and deployment plans during its term of operations. Coverage plan modifications, throughout the term of the Agreement, including any changes in post locations, priorities or hour of day coverage levels, may be made at Franchisee's sole discretion. Changes in the Franchisee's deployment plan shall be optimally provided to the City electronically before implementation but no later than the same business day they are implemented by Franchisee.

O. Handling Service Inquiries and Complaints

Franchisee shall log all inquiries and service complaints. Franchisee shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

Franchisee shall on a monthly basis submit to the TFR a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall also be referred to the system Medical Director within twenty-four (24) hours.

Section VI. Regulatory Compliance and Financial Provisions

A. Federal Healthcare Program Compliance Provisions

Franchisee shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services and those associated with employees.

1. Medicare Compliance Program Requirements

Franchisee shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Franchisee's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

2. HIPAA Compliance Program Requirements

Franchisee is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. The three major components of HIPAA include:

- Standards for Privacy and Individually Identifiable Health Information.
- Health Insurance Reform: Security Standards.
- Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

Franchisee is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations will be reported immediately to the City, along with Franchisee's actions, to mitigate the effect of such violations.

B. State Compliance Provisions

1. State and Local Regulations

Franchisee shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Franchisee shall also comply with Alabama Department of Health Region 4 policies, procedures and protocols. Franchisee is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medicaid and other state and federally funded programs.

C. Franchisee Revenue Recovery

The primary means of Franchisee compensation is through fee-for-service reimbursement of patient charges. The City provides reimbursement for specified patients for whom it is responsible.

1. Patient Charges

Franchisee shall receive income from patient charges. Franchisee shall comply with fee schedules and rates proposed in response to this RFP and negotiated with the City. The current rates are included in Appendix 4.

2. Fee Adjustments

Annual increases to patient charges will be allowed based on changes in the Consumer Price Index (CPI) for All Urban Consumers. Annual rate increases will be the greater of two and one-half percent (2.5%) or the increase of the CPI that will be capped at five percent (5%) for any given year.

In the event that significant changes occur within the City or that impact the provision of EMS service in the City (e.g. national reimbursement structure change) that substantially impacts the Franchisee's costs of providing services, the Franchisee may request and City Council may approve increases or decreases in charges to patients to mitigate the financial impact of such system financial changes.

City Council may approve increases in charges for expendable supplies when said supplies are newly required by EMS pre-hospital protocols adopted during the term of this Agreement or when the Medical Director approves new items to be stocked on ambulances. The increase in-patient charges for new items shall not exceed 150% mark-up over purchase cost.

D. Billing/Collection Services.

Franchisee shall maintain a business presence within the City of Tuscaloosa.

Franchisee shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. The billing system shall:

- automatically generate Medicare and Medicaid statements;
- itemize all procedures and supplies employed on patient bills;
- Be capable of responding to patient and third party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

Franchisee shall make no attempts to collect its fees at the time of service.

E. Billing System Professionalism and Regulatory Compliance

Franchisee shall conduct all billing and collection data collection functions for the EMS system in a professional and courteous manner.

F. Franchisee Compensation from City

It is the City and Franchisee's shared goal to perform the EMS services outlined herein while requiring no subsidy during the term of the Agreement.

1. Market Rights

Except for provision of backup services, or suspension of this Contract, City shall not enter into agreements with any other provider for ground response to emergency and non-emergency ambulance requests from City PSAP or other designated public safety dispatch centers within the City limits during the term of this Agreement.

2. Extensions

By furnishing services clinically superior to the requirements of this specification, the City may grant certain rights to extensions of the agreement.

G. Accounting Procedures**1. Invoicing and Payment for Services**

The City shall render its invoice for any fines or Liquidated Damages to the Franchisee within 10 business days of the City's receipt of the Franchisee's monthly performance reports. The Franchisee shall pay City on or before the 30th day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty-day period. If they have not been resolved to the City or Franchisee's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

2. Audits and Inspections

Franchisee shall maintain separate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.

With reasonable notification and during normal business hours, City shall have the right to review any and all business records including financial records of Franchisee pertaining to this Agreement. All records shall be made available to City at their local office or other mutually agreeable location. The City may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

On an annual basis, the Franchisee shall provide City with audited financial statements by certified public accountants for Franchisee's ambulance operations and/or separate business records of financial accounting of any other businesses that share overhead with the Franchisee's ambulance service operation. If consolidated audited statements are utilized, then separate balance sheets and income statements for the local operation subject to representations by the auditor. Key elements presented in those statements to be approved by the City. A sample format to be used is included at Appendix 8.

Franchisee may be required by City to provide City with periodic report(s) in the format approved by the TFR to demonstrate billing compliance with approved/specified rates.

H. Insurance Provisions

Franchisee shall keep in effect during the entire term of Contract and any extension or modification of Contract, insurance policies meeting the following insurance requirements:

Franchisee shall provide malpractice insurance and comprehensive liability insurance, including coverage for owned and non-owned vehicles, each with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each act, omission, or occurrence. Such insurance shall be endorsed to include The City of Tuscaloosa and their respective officers and employees as additional named insured as to all services performed by the Franchisee under this contract.

Policies shall be written by insurance companies that are admitted to do business in the State of Alabama .

- 1) The work under this RFP involves services related to computers, networks, systems, storage, or access to City data or to any data that may, alone or in combination with other data, become Confidential or Protected Information. Franchisee shall maintain coverage for liability and remediation arising out of unauthorized use of or access to City data or software within the Franchisee's

network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, the introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Franchisee's electronic data or systems while providing services to County. The insurance policy must include coverage for regulatory and fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

- 2) Franchisee shall provide workers' compensation insurance coverage for its employees.
- 3) Franchisee shall provide City with a certificate(s) of insurance evidencing liability, medical malpractice and workers' compensation insurance as required herein no later than the effective date of Contract. If Franchisee should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy (ies) at any time during the term of Contract, then Franchisee shall provide (a) current certificate(s) of insurance.
- 4) The insurance policies provided by Franchisee shall include a provision for thirty (30) days written notice to City before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to City, County, State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Franchisee's insurance policy or policies.

I. Indemnification

- 1) Franchisee (as indemnitor) will be required to indemnify, save and hold harmless the City, its officers and employees, agents, successors and assigns (as indemnitee) from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and/or omissions of Franchisee in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations,

responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, liquidated damages, sanctions, interest levied and other charges levied by other federal, state and local government agencies on City by reasons of Franchisee's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against the City arising solely of City's own negligence or intentional misconduct. For purposes of this section, the term City shall include the City, officers, its employees and consultants.

- 2) City (as indemnitor) will be required to the maximum extent allowed by law, to indemnify, save and hold Franchisee, its officers and employees, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising out of City's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against Franchisee arising solely of Franchisee's own negligence or intentional misconduct. For purposes of this section, the term Franchisee shall include Franchisee, officers, its employees and consultants.

The following provisions shall control the indemnity provided hereunder:

- 1) Indemnity defense. Indemnitor, at its cost and expense, shall fully and diligently defend indemnitee against any claims brought; investigations undertaken or actions filed which concern claims for which Indemnitee is indemnified. Indemnitor may employ qualified attorneys of its own selection to appear and defend the claim or action on behalf of Indemnitee upon Indemnitee approval. Indemnitor, acting in good faith and in the best interest of Indemnitee, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against Indemnitee so long as such compromise or settlement does not impose a liability on Indemnitee not fully

covered and satisfied by the indemnity provided by this section or, in Indemnitee's judgment, subject to any material adverse order, judgment, or decree which impairs its image or ability to operate its business as previously conducted. Otherwise, Indemnitee reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. Indemnitor shall inform Indemnitee, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of Indemnitee and its legal counsel.

- 2) Reimbursement for expenses. Indemnitor shall reimburse Indemnitee for any and all necessary expenses, attorney's fees, interest, liquidated damages, expert fees, or costs incurred in the enforcement of any part of the Agreement thirty (30) days after receiving notice that Indemnitee has incurred them.
- 3) Cooperation of parties and notice of claim. Franchisee and City shall provide the other prompt written notice of any such audit or review of any actual or threatened claim, or any statement of fact coming to that party's attention which is likely to lead to a claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review and defending any such claim.

J. Performance Security

Franchisee shall furnish performance security in the amount of \$500,000 in one of the following forms:

- 1) A faithful performance bond issued by a bonding company authorized to do business in Alabama, appropriately licensed and acceptable to City; or
- 2) An irrevocable letter of credit issued pursuant to this provision in a form acceptable to City and from a bank or other financial institution authorized to do business in Alabama, acceptable to City.

Section VII. Administrative Provisions

A. Term and Renewal Provisions

The initial term of the Franchise shall be for a period of five (5) years commencing at 12:01 a.m. on August 1, 2022 and terminating at midnight, July 31, 2027.

The Franchise may be extended by mutual consent of City and Franchisee for multiple extension periods of one or two years each, not to exceed a total period of extensions of more than six years, provided Franchisee has met the requirements of City and has earned the right to negotiate for renewal based on the performance criteria and City. The City shall make the offer of extension to Franchisee at least twelve (12) months prior to the scheduled end of the term of the Agreement or any previously granted extension.

B. Service Plan

The Service Plan section of the contract will consist of all performance standards and any additional proposed or negotiated services and terms.

C. Continuous Service Delivery

Franchisee expressly contracts that, in the event of a Default by Franchisee under the Agreement, Franchisee will work with the City to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach.

Franchisee agrees that there is a public health and safety obligation to assist City in every effort to ensure uninterrupted and continuous service delivery in the event of a Default, even if Franchisee disagrees with the determination of Default.

D. Annual Performance Evaluation

The TFR and/or an independent programmatic review entity under contract to the City may evaluate the performance of the ambulance Provider on an annual basis. An evaluation report will be provided to the City Council.

The following criteria, at a minimum, should be included in the performance evaluation:

- 1) Response time performance standards have been met at or above the minimum requirements in the Contract;
- 2) Clinical performance standards have been met at or above the minimum requirements in the Contract;
- 3) Innovative programs to improve system performance have been initiated;
and
- 4) A stable work force has been maintained and there have been documented efforts to minimize employee turnover.

E. Default and Provisions for Termination of the Agreement

City shall have the right to terminate or cancel Contract or to pursue any appropriate legal remedy in the event Franchisee materially breaches Contract and shall fail to correct such default within seven (7) days following the service on it of a written notice by City specifying the default or defaults complained of and the date of intended termination of rights hereunder absent cure.

1. Definitions of Breach

Conditions and circumstances that shall constitute a material breach by Franchisee shall include but not be limited to the following:

- a. Willful failure of Franchisee to operate the ambulance service system in a manner which enables City or Franchisee to remain in substantial compliance with the requirements of the applicable Federal, State, and local laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated breaches shall constitute a material breach;
- b. Willful falsification of data supplied to City and/or the Alabama Department of Health by Franchisee during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data,

- response time data, financial data, or falsification of any other data required under Contract;
- c. Willful failure by Franchisee to maintain equipment in accordance with good maintenance practices;
 - d. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Franchisee during a "lame duck" period;
 - e. Willful attempts by Franchisee to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent procurement cycle;
 - f. Willful attempts by Franchisee to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
 - g. Chronic and persistent failure of Franchisee's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
 - h. Willful failure of Franchisee to comply with approved rate setting, billing, and collection procedures;
 - i. Repeated failure of Franchisee to meet response time requirements after receiving notice of non-compliance from City;
 - j. Failure of Franchisee to provide and maintain the required insurance and performance security bond;
 - k. Failure of Franchisee to comply with the vehicle lease provisions;
 - l. Failure of Franchisee to comply with or exceed the minimum employee wage/salary benefit package as submitted; or,
 - m. Willful and repeated material breaches of Franchisee's backup provisions.

F. Termination

1. Written Notice

This Contract may be canceled immediately by written mutual consent.

2. Failure to Perform

City, upon written notice to Franchisee, may immediately terminate this Contract should Franchisee fail to perform properly any of its obligations. In the event of such termination, City may proceed with the work in any reasonable manner it chooses. The

cost to City of completing Franchisee's performance shall be deducted from the Franchisee's performance bond without prejudice to City rights otherwise to recover its damages.

G. Emergency Takeover

In the event City determines that a material breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the opinion of TFR, such that public health and safety are endangered, and after Franchisee has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the City Council. If the Council concurs that a breach has occurred and that health and safety would be endangered by allowing Franchisee to continue its operations, Franchisee shall cooperate fully with City to effect an immediate takeover by City of Franchisee's ambulances and crew stations. Such takeover shall be effected within not more than 72 hours after the City Council's action.

In the event of an emergency takeover, Franchisee shall deliver to City ambulances and associated equipment used in performance of Contract, including supervisors' vehicles. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with City and/or Alabama Department of Health – Region 4 ALS Policies and Procedures.

Franchisee shall deliver ambulances and crew stations to City in partial mitigation of any damages to City resulting from Franchisee's breach. However, during City's takeover of the ambulances and equipment, City and Franchisee shall be considered Lessee and Lessor, respectively. Monthly rent payable to Franchisee shall be equal to the aggregate monthly amount of Franchisee's debt service on vehicles and equipment as documented by Franchisee at TFR's request, and verified by City Auditor. City Auditor shall disburse these payments directly to Franchisee's obligee. In the event an ambulance is unencumbered, or a crew station is not being rented, City shall pay the Franchisee the rentals specified in Contract.

Nothing herein shall preclude City from seeking to recover from Franchisee such rental and debt service payments as elements of damage from a breach. However, Franchisee shall not be precluded from disputing the Council's findings or the nature and amount

of City's damages, if any, through litigation. However, failure on the part of Franchisee to cooperate fully with City to effect a safe/smooth takeover of operations shall itself constitute a breach of Contract, even if it is later determined that the original declaration of breach by the City Council was made in error.

City shall indemnify, hold harmless, and defend Franchisee against any and all claims arising out of City's use, care, custody, and control of stations, equipment and vehicles, including but not limited to, equipment defects, defects in material/workmanship, and negligent use of vehicles and equipment. City shall have the right to authorize the use of vehicles and equipment by another company. Should City require a substitute Franchisee to obtain insurance on equipment, or should City choose to obtain insurance on vehicles/equipment, Franchisee shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

City agrees to return Franchisee's vehicles and equipment to Franchisee in good working order, normal wear and tear excepted, at the end of takeover period. For any of Franchisee's equipment not so returned, City shall pay Franchisee fair market value of vehicle and equipment at time of takeover, less normal wear and tear, or shall pay Franchisee reasonable costs of repair, or shall repair and return vehicles and equipment.

City may unilaterally terminate takeover period at any time, and return facilities and equipment to Franchisee. The takeover period shall last, in City's judgment, no longer than is necessary to stabilize the EMS system and to protect the public health and safety by whatever means City chooses.

All of Franchisee's vehicles and related equipment necessary for provision of services pursuant to this Franchise are hereby leased to City during an emergency takeover period. Franchisee shall maintain and provide to City a listing of all vehicles used in the performance of this Contract, including reserve vehicles, their license numbers, and name and address of lien holder, if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide ALS services hereunder shall be reported to City within 30 days of said change, sale, transfer or purchase. Franchisee shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within 5 days of emergency takeover.

H. Transition Planning

1. Competitive Procurement Required

Franchisee acknowledges that City intends to conduct a competitive procurement process for the provision of ambulance service within the City following termination of this term outlined herein. Franchisee acknowledges and agrees that City may select a different ambulance service provider to provide exclusive emergency ambulance services within the area specified herein following said competitive procurement process.

2. Future Procurement Cycles

Franchisee acknowledges and agrees that supervisory personnel, EMT's, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though Franchisees may change. Accordingly, Franchisee shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Proposers, and shall allow without penalty its employees to sign contingent employment agreements with competing Proposers at employees' discretion. Franchisee may prohibit its employees from assisting competing Proposers in preparing bid Proposals by revealing Franchisee's trade secrets or other information about Franchisee's business practices or field operations.

I. City's Remedies

If conditions or circumstances, constituting a Default as set forth in Section VII.E exist, City shall have all rights and remedies available at law in equity under the Agreement, specifically including the right to terminate the Agreement. The right to pursue Franchisee for damages and the right of Emergency take-over as set forth in Section VII. F. G. and K. All City's remedies shall be non-cumulative and shall be in addition to any other remedy available to the City.

J. Provisions for Curing Cardinal Default and Emergency Take Over

In the event the City Council determines that there has been a material breach by Franchisee of the standards and performances as defined in this specification, which breach represents an immediate threat to public health and safety, such Cardinal Default shall constitute a Default of the Agreement. In the event of a Cardinal Default, City shall give Franchisee written notice, return receipt requested, setting forth with reasonable specificity the nature of the Cardinal Default. Franchisee shall have the right to cure such Cardinal Default within seven (7) calendar days of receipt of such notice and the reason such Cardinal Default endangers the public's health and safety. Within twenty-four (24) hours of receipt of such notice, Franchisee shall deliver to City, in writing, a plan of action to cure such Cardinal Default. If Franchisee fails to cure such Cardinal Default within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of City) or Franchisee fails to timely deliver the cure plan to the City, City may take-over Franchisee's operations. Franchisee shall cooperate completely and immediately with City to affect a prompt and orderly transfer of all responsibilities to City.

Franchisee shall not be prohibited from disputing any such finding of Default through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the City. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a Default has occurred shall be initiated and shall take place only after the Emergency take-over has been completed.

Franchisee's cooperation with and full support of such Emergency take-over shall not be construed as acceptance by Franchisee of the findings and Default, and shall not in any way jeopardize Franchisee's right of recovery should a court later find that the declaration of Default was made in error. However, failure on the part of Franchisee to cooperate fully with the City to affect a smooth and safe take-over of operations, shall itself constitute a breach of the Agreement, even if it was later determined that the original declaration of Default by the City was made in error.

For any Default by Franchisee which does not endanger public health and safety, or for any Default by City, which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications

K. "Lame duck" Provisions

Should the Agreement not be renewed, extended, or if notice of early termination is given by Franchisee, Franchisee agrees to continue to provide all services required in and under the Agreement until the City or a new entity assumes service responsibilities. Under these circumstances Franchisee will, for a period of several months, serve as a lame duck Franchisee. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

- 1) Franchisee shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;
- 2) Franchisee shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting Franchisee service and operating costs to maximize or effect a gain during the final stages of the Agreement;
- 3) City recognizes that if another organization should be selected to provide service, Franchisee may reasonably begin to prepare for transition of service to the new entity. City shall not unreasonably withhold its approval of Franchisee's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Franchisee's performance during this period.
- 4) Should the City select another organization as a service provider in the future, Franchisee personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse consequence.

L. General Provisions

1. Assignment

Franchisee shall not assign any portion of the Agreement for services to be rendered without written consent first obtained from the City and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and, at the option of the City shall not convey any rights to the assignee.

Notwithstanding the above, the City shall not unreasonably withhold its permission in response to a request to transfer the Franchise to an entity that may seek to acquire the Franchisee so long as that entity meets the minimum service qualifications established herein, agrees to the terms of the Franchise and is otherwise deemed acceptable by the City.

2. Permits and Licenses

Franchisee shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under the Agreement. In addition, Franchisee shall make all necessary payments for licenses and Permits for the services and for issuance of state Permits for all Ambulance vehicles used. It shall be entirely the responsibility of Franchisee to schedule and coordinate all such applications and application renewals as necessary to ensure that Franchisee is in complete compliance with federal, state and local requirements for Permits and licenses as necessary to provide the services. Franchisee shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

3. Compliance with Laws and Regulations

All services furnished by Franchisee under the Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Franchisee's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times.

4. Private Work

Franchisee shall not be prevented from conducting private work that does not interfere with the requirements of Contract.

5. Retention of Records

Franchisee shall retain all documents pertaining to Contract for five (5) years from the end of the fiscal year following the date of service; for any further period that is required by law; and until all Federal/State audits are complete and exceptions resolved for this Contract's funding period. Upon request, and except as otherwise restricted by law, Franchisee shall make these records available to authorized representatives of the City, the State of Alabama, and the United States Government.

6. Product Endorsement/Advertising

Franchisee shall not use the name of the City of Tuscaloosa for the endorsement of any commercial products or services without the expressed written permission of TFR.

7. Observation and Inspections

City representatives or the Regional EMS Agency representatives may, at any time, and without notification, directly observe Franchisee's operations of the dispatch center, maintenance facility, or any Ambulance post location. A City representative may ride as "third person" on any of Franchisee's Ambulance units at any time, provided, that in exercising this right to inspection and observation, City representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Franchisee employee's duties, and shall at all times be respectful of Franchisee's employer/employee relationships.

At any time during normal business hours and as often as may be reasonably deemed necessary by the City, City representatives may observe Franchisee's office operations, and Franchisee shall make available to City for its examination any and all business records, including incident reports, patient records, financial records of Franchisee pertaining to the Agreement. City may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory,

personnel and other records, daily logs, employment agreements, and other documentation for City to fulfill its oversight role.

8. Omnibus Provision

Franchisee understands and agrees that for four (4) years following the conclusion of the Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent Agreements, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

9. Small Business Utilization

Franchisee shall consider and involve small businesses, women, and minority owned firms in its purchasing and Sub-Contracting arrangements.

10. Relationship of the Parties

Nothing in the Agreement resulting shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the City and Franchisee.

11. Rights and Remedies not Waived

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

12. Consent to Jurisdiction

Franchisee shall consent to the exclusive jurisdiction of the courts of the State of Alabama or a federal court in Alabama in any and all actions and proceedings between the parties hereto arising under or growing out of the Agreement. Venue shall lie in the City of Tuscaloosa, Alabama.

13. End-term Provisions

Franchisee shall have ninety (90) days after termination of the Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the Agreement at the end of the term.

14. Notice of Litigation

Franchisee shall agree to notify City within twenty-four (24) hours of any litigation or significant potential for litigation of which Franchisee is aware.

15. Cost of Enforcement

If City or Franchisee institutes litigation against the other party to enforce its rights pursuant to performing the work contemplated herein the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the party which prevails.

16. General Contract Provisions

In addition to the specific contract provisions listed this document; the written Contract will include general conditions required by City in contracts such as this.

APPENDIX 1: DEFINITIONS

Advanced Life Support means those requirements consistent with Alabama Department of Health Administrative Code Chapter 420-2-1.

Ambulance Service means a service authorized under Alabama Statutes and regulations consistent with Alabama Department of Health Administrative Code Chapter 420-2-1.

Ambulance Patient Offload Delay means the delay beyond the Jurisdictions approved benchmark that can occur when transferring care of a patient from emergency service personnel to hospital emergency department staff. APOD exceptions can be considered only when certain contract defined time parameters are exceeded beyond the reasonable control of the Franchisee.

Arrival at Incident Location means the second an ambulance notifies the City designated Communications Center that it has stopped at the scene of an incident (the entrance to a specific building, not merely the entrance to the complex in general; or an actual accident scene, not merely an approach location within sight of the accident scene). In cases of response to hazmat incidents or incidents involving a law enforcement agency wherein there is reason to believe the scene to be unsafe, the response time clock shall be stopped the second upon arrival at a designated staging area proximate to the scene.

Automatic Vehicle Location System means the system of device that makes use of the Global Positioning System (GPS) to enable remotely tracking and displaying the location of fleet vehicles by using the Internet. These systems combine GPS technology, cellular communications, street-level mapping, and an intuitive user interface.

Basic Life Support means those requirements consistent with Alabama Department of Public Health Administrative Code Chapter 420-2-1.

Center for Medicare and Medicaid Services (CMS) means the federal agency responsible for regulating payments and other high-level policies for ambulance services.

City means the City of Tuscaloosa, Alabama.

Computer Aided Dispatch (CAD) means the hardware and software systems used by the Jurisdiction and the Franchisee to facilitate dispatching tracking and accountability for response times.

County means Tuscaloosa County, Alabama.

Cultural Competence means (in healthcare) the ability for healthcare professionals to demonstrate cultural competence toward patients with diverse values, beliefs, and feelings

Density means call density or a concentration of calls for a particular area of the jurisdiction, not to be confused with population density.

Electronic Data Transfer means the transfer of specific data points between Jurisdiction and Franchisee to dispatch service requests and track time intervals between separate CAD systems

EMS Prevention Program means that program operated by TFR to help improved access and reduce emergency response demand among at risk population groups within the City.

EMS System means that network of individuals, organizations, facilities and equipment, including but not limited to the City, the PSAP, TFR, the System Medical Director, and the Franchisee, whose participation is required to generate a clinically-appropriate, system-wide response to each request for prehospital care or interfacility transport, so as to provide each patient the best possible chance of survival without disability, given available financial resources and state-of-the-art technology.

Emergency Medical Dispatcher (EMD) means a person in the employ of or acting under the control of a private or public agency who receives calls requesting emergency medical services and administers emergency medical dispatch protocols approved by the System Medical Director.

Emergency Medical Technician (EMT) means a person who is certified and authorized to render emergency medical care at the basic level consistent with Alabama Department of Health Administrative Code Chapter 420-2-1 and the Requirements of the City.

Exception means anytime a response is longer than the required performance herein.

Exclusive Service Area, also known as the “Primary Service Area”, means the City of Tuscaloosa, Alabama, and any jurisdictions that contract with the City and in which the City is responsible for designating ambulance services Franchises.

Exemption means those instances where the Franchisee has had an exception and applied to Jurisdiction to have that response not counted. When an Exemption is approved it is removed from the call count.

Dedicated Special Events Coverage means the posting of assigned resources at a scheduled special event. A resource so assigned shall not depart the event for any reason except to transport a patient in need of immediate care from the event to a medical facility, in which case another unit shall be immediately dispatched to resume dedicated coverage.

Fire Chief means the individual appointed by the City Council or his or her designee that has overall responsibility for administration of the Franchise and compliance to standards that are outlined in the Franchise and under this RFP or under any agreements with the Franchisee.

Fire Communications Center means that Secondary Communications Center operated by the City of Tuscaloosa.

First Responder means the designated fire rescue, law enforcement or other entity authorized by the Jurisdiction to provide medical services.

First Watch means that commercially available suite of software used to independently monitor and report response times and other clinical factors.

Franchise means the legal instrument utilized by the Jurisdiction to convey exclusive market rights to the entity designated by the governmental entity's governing body.

Franchisee means the Proposer that is selected to provide the services and executes the Ambulance Services Agreement under the terms of this Request for Proposal.

Health Equity means the absence of unfair and avoidable or remediable differences in health among population groups defined socially, economically, demographically or geographically.

High Call Density Area means an area of the City not designated as "Low Call Density" herein and for which the City has made no such modification, (i.e. the more rigorous expectations for performance apply).

High-Performance EMS System means the simultaneous achievement of clinical excellence, response time reliability, and economic efficiency with functional external oversight, full activity-based cost recognition, and performance sustainability.

Jurisdiction means the City of Tuscaloosa.

Liquidated Damages means those funds due from Franchisee deemed taken and treated as reasonable estimate of the damages to the Jurisdiction. The Jurisdiction remedies in the event of the Franchisee's breach or any noncompliance, are not limited to this RFP or the final Agreement liquidated damages provisions.

Low Call Density Area means an area in which the City has modified certain requirements herein for ambulance response due to factors such as infrequent requests for assistance, geographic features, and/or ease of access by road.

Medical Director means the physician designated by the Jurisdiction as the medical director for its EMS system including but not limited to communications personnel, first responders, EMTs and paramedics, regardless of the entity that employs them.

Medical Priority Dispatch System (MPDS)[®] protocols mean the protocols approved by the Medical Director which govern the process of conducting telephone inquiry of persons requesting ambulance service (9-1-1 and 7-digit access), whereby:

The presumptive priority classification is established.

The need for first response is determined.

The need for delivery of pre-arrival instructions to persons at the scene is determined.

Appropriate pre-arrival instructions are provided.

Appropriate referrals to alternate resources, if indicated, are given.

Malcomb Baldrige National Quality Award means the process established by the U.S. Congress to recognize companies that have implemented successful quality management programs that is administered by The U.S. Commerce Department's National Institute of Standards and Technology. Although completing the award submission process is not required under this RFP the seven criteria categories are available as a guide for Proposers.

Mutual aid transport received means an emergency transport rendered by a neighboring mutual aid provider at Franchisee's official request pursuant to an approved mutual aid agreement, and which originates within the primary service area or an area covered by the Jurisdiction.

Northport means the City of Northport, Alabama.

Paramedic means an Emergency Medical Technician Paramedic (EMT-P) who is licensed and authorized to render emergency medical care under consistent with Alabama Department of Health Administrative Code Chapter 420-2-1 and any additional requirements of the Jurisdiction.

Patient Care Report (PCR) means the written or electronically-recorded patient record, in a form approved by the Jurisdiction and the Medical Director, providing for documentation of all required medical, legal, billing, and other information related to a single Patient Transport.

Patient Contact means direct physical contact with, or on-site observation of, that person or persons for whom an ambulance was requested, and in regard to whom a Patient Care Report was completed by the crew, regardless of whether such patient contact did or did not result in Patient Transport.

Proposer means any entity seeking to receive a Franchise under the terms of the Jurisdiction's Request for Proposal.

Public Safety Answering Point (PSAP) means that center operated by a local government entity on behalf of the Jurisdiction to receive requests for EMS services.

Public Education means the use of resources at the location of a public education event, such as a CPR program, health fair, school demonstration, civic or neighborhood meeting, or gathering.

Police Jurisdictions means those jurisdictions affiliated with the City of Tuscaloosa and are considered part of the Exclusive Service Area.

Personal Protective Equipment (PPE) means the equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses.

Record Management System (RMS) means the system for management of records throughout the records-life cycle. The activities in this management include the systematic and efficient control of the creation, maintenance, and destruction of the records along with the business transactions associated with them.

Scene Control means the broader public safety obligations of management of any EMS scene when a fire or police agency is on scene shall be vested with the appropriate governmental unit and not the Franchisee. Patient care command shall be vested with the highest level medically trained staff member of the governmental unit until care is transferred to Franchisee personnel.

Special Event Coverage means the posting of an ambulance and crew, crew-only, paramedic, or EMT at a scheduled special event or public education event.

System Standard of Care, means the compilation of the MPDS protocols, pre-arrival instruction protocols, medical protocols, response time requirements, protocols for selecting destination hospital, standards for certification of prehospital care personnel (i.e., system status controllers/EMS dispatchers, First Responders, ambulance personnel, and medical control physicians), including requirements for on-board medical equipment and supplies, all as approved by Medical Director, and all applicable federal, state and local laws, rules, ordinances and regulations. The System Standard of Care simultaneously serves as both a contractual norm and, where applicable, a regulatory standard. The System Standard of Care shall also include the Proposer's response to this RFP to the extent that it is not inconsistent with this RFP.

Transport (or Patient Transport) means the one-way transport by ambulance of a single patient. For purposes of the Franchise, a round-trip transport of a patient to and from a single location shall be considered two Patient Transports and two separate Patient Care Reports (PCRs) will be generated. Furthermore, two patients transported in the same ambulance shall be considered one Transport.

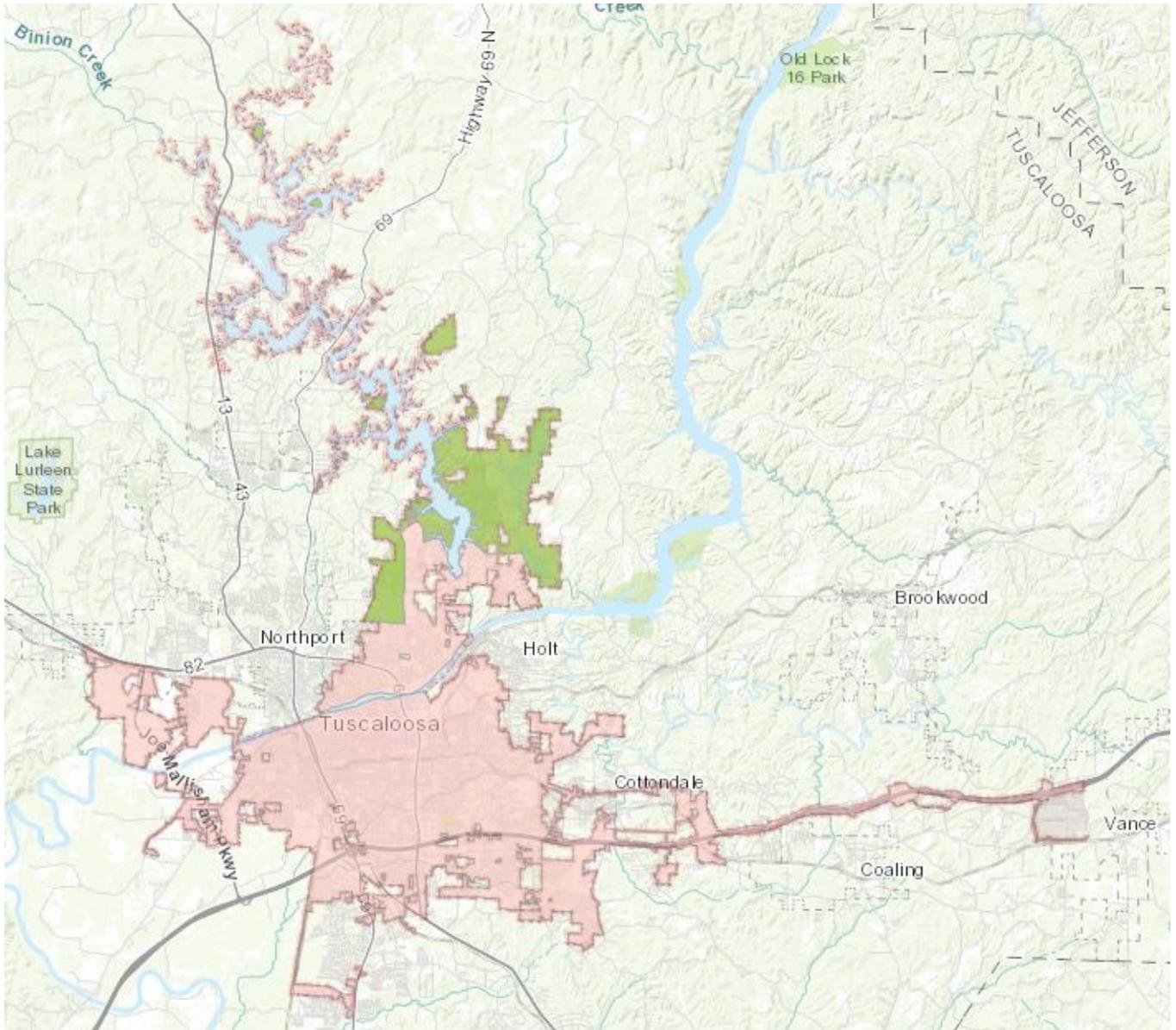
Tuscaloosa Fire Rescue (TFR) means the City department responsible for the oversight of the Franchise and that provides fire and rescue services on behalf of the City of Tuscaloosa and its related Jurisdictions.

Unit hour Utilization (UHU) means the ratio between the number of transports divided by the number of incidents.

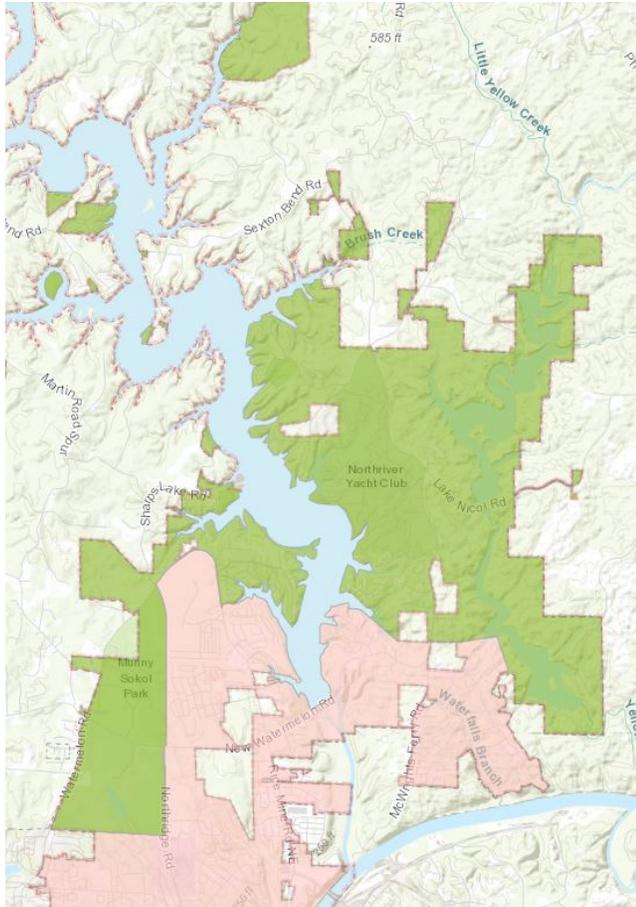
Unusual System Overload —is defined as at least double the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on a cumulative basis from the initiation of the franchise during the first two (2) years and on an annual basis using the prior two (2) calendar year's actual run volume for that day and hour, thereafter. City shall only grant Unusual System Overload-based exceptions if the Franchisee took reasonable steps to mitigate the asserted grounds for exception. For example, if the Unusual System Overload was caused by weather, which was known days in advance, the Franchisee must have increased staffing or taken other reasonable steps to qualify for an Unusual System Overload exemption.

End Appendix 1

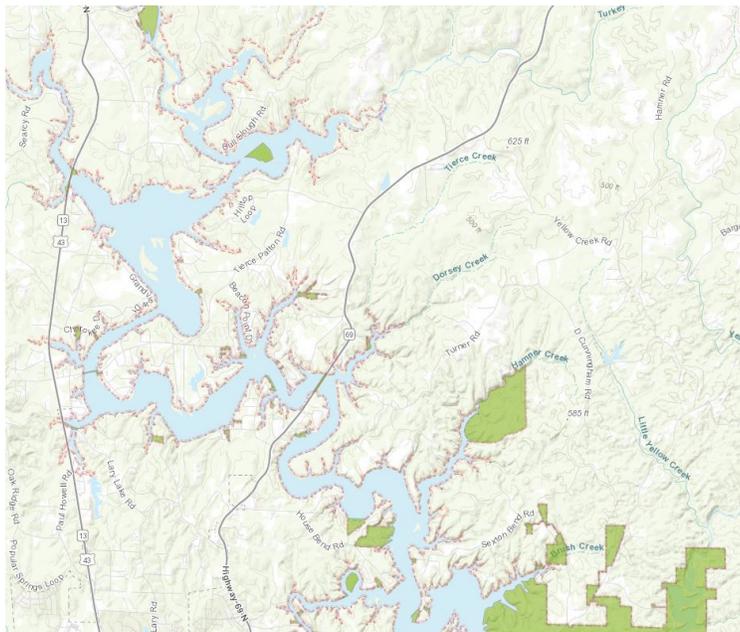
Appendix 2—Map of City



City of Tuscaloosa Response Area high call density is red and low call density is green



Lower Lake area (expanded view)



Upper Lake area (expanded view)

**Appendix 3—Current Franchise Ordinance
(to be amended to reflect the new RFP Language)**

ORDINANCE NO. 7695

AN ORDINANCE AWARDING AN EXCLUSIVE AMBULANCE
FRANCHISE TO NORTHSTAR PARAMEDIC SERVICES, INC.
(A11-0671)

BE IT ORDAINED BY THE CITY COUNCIL OF TUSCALOOSA as follows:

1. On April 12, 2011, the City Council adopted a resolution to authorize the issuance of a competitive Request for Proposal (RFP) for franchised ambulance service utilizing a single-provider, and authorizing the Mayor, Tuscaloosa Fire Rescue Service, City Attorney, Fitch & Associates, and other applicable City departments, staff, and consultants to take all actions consistent with the resolution to cause the RFP to be issued; and
2. Pursuant to that authority, an RFP was duly issued by the City, and the City received three responses thereto. As provided in the RFP and as authorized by the City Council, the proposals were evaluated by a properly constituted review panel. The review panel objectively and fairly scored the proposals in accordance with the RFP. The review panel scored Northstar Paramedic Services, Inc. higher than the other ambulance companies that responded, and made a recommendation to the Chief of the Tuscaloosa Fire Rescue Service to award the franchise accordingly. The Chief then carefully reviewed the panel recommendation, and agrees with its conclusions, and he therefore recommends to the Mayor and City Council that an exclusive franchise for ambulance service be awarded to Northstar Paramedic Services, Inc.
3. As provided by *Kennedy v. City of Prichard*, 484 So.2d 432 (Ala.1986); *Crabtree v. City of Birmingham*, 299 So.2d 282 (Ala.1974); ALA. CODE §11-87-1 *et seq.*; Opinions of the

Continued Next page

Alabama Attorney General No. 2004-009, No. 2004-152, and No. 2005-088; and other provisions of law, the City is prohibited from making an exclusive grant of special privileges pursuant to §22 of the Alabama Constitution unless such award is pursuant to a competitive bid process; and

4. The City Council finds and concludes that no public monies are spent to award such a franchise, and that therefore the competitive bid requirements are met through the open and objectively scored RFP process followed by the City in this case, and that a competitive award of the franchise is impossible to accomplish through any other means.
5. An exclusive franchise is hereby awarded to Northstar Paramedic Services, Inc., for ambulance service in the City of Tuscaloosa, and the Mayor is authorized to execute on behalf of the City a franchise agreement for a term of years that complies with the RFP and Alabama law, such franchise to be effective upon the expiration of any currently existing ambulances franchise or franchises, proper acceptance and execution by the City and the franchisee, and publication; or as otherwise provided by law.
6. This franchise carries with it the exclusive right, authority, privilege, consent, and franchise to use the streets, avenues and public ways of the City of Tuscaloosa, Alabama, for the purpose of operating ambulances and engaging in the business of ambulance transportation. No other private entity may engage in the business for which this franchise is granted.
7. The franchise shall pay all business license fees, taxes, and franchise fees as required by law, ordinance, the RFP, and/or the franchise agreement; and shall comply with all terms and conditions in the franchise agreement as executed by the parties.
8. The City of Tuscaloosa reserves all rights to suspend, revoke, or otherwise terminate the franchise in accordance with law. The City reserves all of its rights and police powers, including without limitation the power to maintain and operate an ambulance service regardless of whether it competes with the franchisee. All irregularities and formalities not addressed herein or in the franchise agreement, and not otherwise required by law, are waived.

Appendix 5— Mandatory Forms to Be Submitted with Proposals

PROPOSAL TO PROVIDE EMERGENCY AMBULANCE SERVICES TO
CITY OF TUSCALOOSA, ALABAMA
2011

****THIS FORM MUST APPEAR AS THE FIRST PAGE OF THE PROPOSAL****

This is a proposal to receive a Franchise from the City to provide ambulance service to persons requesting said services through the City or a City-designated emergency dispatch center.

NAME OF
PROPOSER: _____

D/b/a _____
LEGAL
ADDRESS: _____

PHONE: _____ email _____ and FAX (required for notification)

CONTACT PERSON: _____

PHONE: _____ email _____

ADDRESS FOR MAILINGS (if different):

OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION

PROPOSAL # _____

_____ DATE RECEIVED _____ TIME

Appendix 5A - Financial Review Form

Standard	Next most Recent FY	Most Recent FY	
≥ 1.30			Current ratio: current assets divided by current liabilities
≥ \$1,000,000			Working capital: current assets less current liabilities
≤ 1.66			Debt to equity: long-term debt divided by total shareholders (owners) equity
≥ \$1,200,000			Total shareholders (owners) equity

In addition to completing the form above as part of its qualifications requirements, Proposer shall include documentation such as audited financial statements supporting the information provided. Proposer must disclose any material change in financial status occurring subsequent to the most recent reporting period above.

Appendix 6—Pricing Form to be Submitted with Proposal in a Separate Sealed Envelope**Charges**

Complete the proposed charge for each of the items listed below. No other patient charges will be considered.

BLS Base Rate \$ _____

BLS-Emergency Base Rate \$ _____

ALS 1 Base Rate \$ _____

ALS 1-Emergency Base Rate \$ _____

ALS 2 Base Rate \$ _____

Specialty Care Transport Rate \$ _____

Loaded Ambulance Mile Rate \$ _____

Treat and no transport charge \$ _____

Appendix 7—Sample Clinical Scorecard

Clinical Scorecard		Standard	Jan	Feb	Mar	Q1	April	May	June	Q2	July	Aug	Sept	Q3	Oct	Nov	Dec	Q4
Trauma	Total Trauma-Related Calls																	
	Average Time on Scene - Minor	20 minutes																
	Average Time on Scene - Moderate	20 minutes																
	Average Time on Scene - Severe	15 minutes																
	Average Time on Scene - Traumatic Arrest	<10 minutes																
STEMI / Chest Pain	Total Chest Pain-Related Calls																	
	Percentage of 12-Leads on STEMI	100%																
	Total STEMI Activations																	
	< 15 Minute Time on Scene - STEMI	80%																
	Percentage of STEMI ECG Transmissions	100%																
	Percentage of indicated STEMI Patients Who Received NTG	100%																
	Percentage of indicated STEMI	100%																

Clinical Scorecard		Standard	Jan	Feb	Mar	Q1	April	May	June	Q2	July	Aug	Sept	Q3	Oct	Nov	Dec	Q4	
	Patients Who Received ASA																		
	12-Lead Acquired < 10 Minutes on Scene	90%																	
Field Statistics	Total IVs Attempted																		
	Total Successful IVs																		
	Percentage of Successful IVs	90%																	
	Total IOs																		
	Total CPAP Applications With Transition to Intubation																		
	Total CPAP Applications With Transition to Intubation																		
	Total Intubations																		
	Percentage of Successful Intubations	90%																	
	Percentage of Successful First Attempt Intubations	80%																	
	Total Cricothyrotomies																		
Cardiac Arrest	Total Cardiac Arrests																		
	Total Cardiac Arrests Worked																		

Clinical Scorecard		Standard	Jan	Feb	Mar	Q1	April	May	June	Q2	July	Aug	Sept	Q3	Oct	Nov	Dec	Q4
in The Field	Median Age for All Arrests																	
	Median Age for Arrests Worked																	
	Average Scene Time																	
	ROSC																	
	Initial Rhythm V-Fib / V-Tach																	
	Witnessed Arrest																	
	Total Double Sequential Defib																	
	Total Transports																	
	Total Field Terminations																	
	Total Positive Stroke Scales																	
Stroke / CVA	Total Patients with VAN Positive Score																	
	Average Time on Scene - Stroke	<15 minutes																
	Arrival to Facility with Recommended Size of IV (18 G)																	
	Arrival to Facility with An IV for Stroke																	
	Blood Draw on Arrival for Stroke																	
Safety	Total Responses Where Lights																	

Clinical Scorecard		Standard	Jan	Feb	Mar	Q1	April	May	June	Q2	July	Aug	Sept	Q3	Oct	Nov	Dec	Q4
	and Sirens Were Used																	
	Percentage of Responses Where Lights and Sirens Were Used																	
	Total Transports Where Lights and Sirens Were Used																	
	Percentage of Transports Where Lights and Sirens Were Used																	
	Total Employee Injuries																	
	Percentage of Employee Injuries per 1K Responses																	
	Total Vehicle Incidents																	
	Vehicle Incident Rate per 100K Miles																	

Key Performance Indicators		Jan	Feb	Mar	Q1	April	May	June	Q2	July	Aug	Sept	Q3	Oct	Nov	Dec	Q4
SYSTEM STATISTICS	Dispatches																
	Responses																
	Transports																
	Cancellations																
	Refusals																
	Response Percentage																
	Transport Percentage																
	Cancellation Percentage																
	Refusal Percentage																
	Priority - 1																
	Priority - 2																
	Priority - 3																
	Average Deployed Day Units																
	Average Deployed Night Units																
	Average Daily Units																
COMMUNICATIONS CENTER ACE COMPLIANCE	High - Compliant																
	Compliant																
	Partial Compliant																
	Low - Compliant																
	Non - Compliant																
COMMUNICATIONS CENTER CALL PROCESSING PERFORMANCE (BY SHIFT)	First																
	Second																
	Third																
	Fourth																

Key Performance Indicators		Jan	Feb	Mar	Q1	April	May	June	Q2	July	Aug	Sept	Q3	Oct	Nov	Dec	Q4
FIELD STAFF RESPONSE TIME PERFORMANCE (BY SHIFT)	First																
	Second																
	Third																
	Fourth																
MISSED RESPONSE TIME ANALYSIS	Top Reason																
	Telecommunicator With Highest Total																
	Employee With The Highest Total																
	Unit With the Highest Total																
	Day of Week With Highest Total																
	Shift With Highest Total																
FINANCE	Cost Per Mile																
	Fuel Costs																
	Miles Driven																
	Total Charges																
	Total Transports																
	Total Collected																
	Average Charges																
	Average Transports																
	Average Collected																
	Charge per Transport																
Collected per Transport																	

Sample Annual Financial Reporting Format ¹

	<i>Start-Up</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
REVENUES				
Private payments				
Medicare				
Other third-party payments				
Other (describe)				
Total Revenues				

EXPENSES

Personnel

Paramedic wages				
Paramedic benefits				
EMT wages				
EMT benefits				
Other personnel wages				
Other personnel benefits				
Other (describe)				
Subtotal personnel				

Vehicles

Fuel				
Repairs & maintenance				
Equipment lease				
Other (describe)				
Subtotal vehicles				

Medical equipment & supplies

Supplies				
Equipment lease				
Repairs & maintenance				
Other (describe)				
Subtotal medical equipment & supplies				

Facilities

Rent/Lease				
Property				
Taxes				
Insurance				

¹ Other reporting formats and/or additional information may be requested the City throughout the term. Franchisee will provide information as requested in a timely fashion.

Appendix 8

Utilities	_____
Other (describe)	_____
Subtotal facilities	_____
Total Expenses	_____
NET INCOME (LOSS)	_____

Revenue Reporting Format ²

2022 Revenue Source	2022 # Annual Transports	2022 % of Total Transports	2022 Avg. Pmt./ Transport	2022 Annual Revenue \$
Private Pay				-
Medicare - only				-
Medicaid - only				-
Medicaid/Medicare				-
3rd Party				-
Other #1				-
Other #2				-
Other #3				-
TOTAL:	0			-

² Other reporting formats and/or additional information may be requested the City throughout the term. Franchisee will provide information as requested in a timely fashion.

Appendix 8

City of Tuscaloosa Franchise Fees Paid 2017 - Present												
October	November	December	January	February	March	April	May	June	July	August	September	
\$ 8,861.65	\$ 8,376.69	\$ 9,052.17	\$ 7,772.14	\$ 8,124.77	\$ 8,746.12	\$ 7,998.23	\$ 9,350.92	Paid w/July	\$ 17,126.96	\$ 9,148.33	\$ 7,758.20	\$ 102,316.18
October	November	December	January	February	March	April	May	June	July	August	September	
\$ 8,158.44	\$ 8,912.42	\$ 9,081.85	\$ 10,265.03	\$ 7,240.42	\$ 11,099.26	\$ 10,182.64	\$ 9,690.01	\$ 7,390.07	\$ 10,521.39	\$ 8,205.37	\$ 10,378.38	\$ 111,125.28
October	November	December	January	February	March	April	May	June	July	August	September	
\$ 9,259.23	\$ 11,778.32	\$ 10,149.02	\$ 11,315.92	\$ 7,149.39	\$ 10,168.34	\$ 9,553.07	\$ 6,984.69	\$ 7,320.69	\$ 7,793.08	\$ 7,011.82	\$ 8,487.87	\$ 106,971.44
October	November	December	January	February	March	April	May	June	July	August	September	
\$ 8,024.79	\$ 6,870.94	\$ 6,775.94	\$ 7,967.71	\$ 9,446.54	\$ 11,312.56	\$ 10,035.94	\$ 9,357.01	\$ 7,551.24	\$ 9,380.33	\$ 10,870.47	\$ 9,869.86	\$ 107,463.33
October	November	December	January	February	March	April	May	June	July	August	September	
\$ 8,160.86	\$ 8,729.80	\$ 8,828.69	\$ 6,971.31	\$ 8,483.01	\$ 9,447.10	\$ 8,524.28	\$ 6,765.65	\$ 7,551.24				\$ 73,461.94

Appendix 8

**BUSINESS ASSOCIATE AGREEMENT
CONTRACT PROCUREMENT PROCESS**

This Business Associate Agreement ("Agreement") is made between The City of Tuscaloosa ("City") ("Covered Entity") and the undersigned Business Associate ("Business Associate") on this ____ day of _____, 20__.

Business Associate is an employee, vendor or service provider desiring to submit a proposal in a contract procurement process subject to a Request for Proposals ("RFP") of the City of Tuscaloosa. As part of the evaluation and submission preparation, the Business Associate requires access to certain information that may contain Protected Health information ("PHI") as defined within the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "the Privacy Rule").

Covered Entity is the City of Tuscaloosa. The Covered Entity provides all 911 emergency services and all non-emergency ambulance service to the citizens of Tuscaloosa, Alabama. The Covered Entity is not a private for-profit company is local government.

The parties wish to set forth their understandings regarding the use and disclosure of Protected Health Information ("PHI") by Business Associate in performance of its obligations herein. In consideration for the mutual promises and covenants set forth below, the parties agree as follows:

1. Definitions.

- 1.1. "Breach Notification Standards" shall mean the HIPAA regulations governing notification in the case of breach of unsecured Protected Health Information as set forth at 45 CFR § part 164, Subpart D, as they exist now or as they may be amended.
- 1.2. "HIPAA" shall mean the Health Insurance Portability and Accountability Act, Public Law 104-91, and any amendments thereto.
- 1.3. "HIPAA Transaction" shall mean Transactions as defined in 45 CFR § 160.103 of the Transaction Standards.
- 1.4. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act; found in the American Recovery and Reinvestment Act of 2009 at Division A, Title XIII and Division B, Title IV.
- 1.5. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.6. "Minimum Necessary" shall have the meaning set forth in the Health Information Technology for Economic and Clinical Health Act § 13405(b).
- 1.7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR § Part 160 and Part 164, as they exist now or as they may be amended.
- 1.8. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information that Business Associate accesses, creates, maintains, retains, modifies, records, stores, destroys or otherwise holds, uses or discloses on behalf of Covered Entity.
- 1.9. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- 1.10. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- 1.11. "Security Standards" shall mean the Security Standards, 45 CFR § parts 160, 162 and 164, as they exist now or as they may be amended.
- 1.12. "Transaction Standards" shall mean the Standards for Electronic Transactions, 45 CFR § part 160 and part 162, as they exist now or as they may be amended.
- 1.13. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.
- 1.14. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR § § 160.103 and 164.501.

2. Obligations and Activities of Business Associate.

- 2.1. Use of PHI. Business Associate shall not use PHI other than as expressly permitted by the Agreement, or as required by Law. Covered Entity grants Business Associate permission to use the provided data solely for the Business Associate's own use in evaluating and preparing a submission for the RFP released by City in

City's current contract procurement process. The Business Associate shall keep the data protected and private as if it were their own, and shall not disclose to any party the data provided for any purpose other than for the preparation of a proposal in response to City's RFP.

2.2. Disclosure of PHI.

- a. Disclosure to third parties. Business Associate shall not disclose PHI (other than to permitted members of its workforce), except for the purposes set forth under this Agreement, unless the third party agrees to the same terms and conditions set forth herein, for the express benefit of Business Associate and Covered Entity.
- b. Disclosure to workforce. Business Associate shall not disclose PHI to any member of its workforce unless it has advised such person of his or her obligations under this agreement and of the consequences for such person and for Business Associate of violating them. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses HI in contravention of this Agreement.
- c. Disclosure to agents and subcontractors. Business Associate shall not disclose PHI to any agent or subcontractor without requiring the agent or subcontractor to be bound in writing by the same restrictions, terms and conditions that apply to business associate with regard to the use of disclosure of PHI under the Agreement. Business Associate shall provide Covered Entity access to or copies of these writings upon reasonable request, which copies may redact Business Associate's proprietary information.

2.3. Safeguards. Business Associate shall use appropriate, commercially reasonable safeguards to prevent use or disclosure of PHI other than as permitted by the Agreement. Business Associate shall provide Covered Entity with such information concerning such safeguards as Covered Entity may from time to time request. With respect to Electronic Protected health Information (as defined in 45 C.F.R. parts 160 and 162 (the "Security Standards")), Business Associate shall: (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Standards; (ii) ensure that any agent, including subcontractor to whom Business Associate provides such information agrees to implement reasonable and appropriate safeguards to protect it; (iii) report to Covered Entity any Security Incident involving Covered Entity's data of which Business Associate's Privacy Officer becomes aware within fourteen (14) days of the Privacy Officer becoming aware of the Security Incident.

2.4. Accounting of Disclosures; Access; Amendment of PHI. Business Associate shall maintain a record of all disclosures of PHI not otherwise permitted under the Privacy Rule, and all disclosures made otherwise than for the purposes of this Agreement, in accordance with 45 C.F.R. § 164.528. Business Associate shall make such record available to Covered Entity within forty-five (45) days after written request. Within fifteen (15) days of receiving a written request from the Covered Entity, Business Associate shall provide access to the Covered Entity or to the individual to whom the PHI relates, in order to permit the Covered Entity to respond to a request by an individual for access to, or amendment of, such individual's PHI, in accordance with 45 C.F.R. § 164.524 and 164.526, respectively.

2.5. Breach Notification. Business Associate represents and warrants that it has in place policies and procedures that are designed to prevent inappropriate acquisition, access, use or disclosure of PHI and that it adequately trains its work force and agents on these procedures. Business Associate will notify Covered Entity within three (3) business days of discovering an acquisition, access, use or disclosure of PHI in a manner or for a purpose not permitted by the HIPAA Privacy Rule and within thirty (30) calendar days of discovery will provide Covered Entity with the identification of each individual whose PHI has been or is reasonably believed by Business Associate to have been acquired, accessed, used or disclosed during such incident. Business Associate will assist Covered Entity in assessing whether the impermissible acquisition, access use or disclosure poses a significant risk of financial, reputational or other harm to the individuals whose information is involved. If covered Entity determines that individuals whose data is affected by the impermissible acquisition, access, use, or disclosure must be notified pursuant to the HIPAA Breach Notification Standards or other applicable law, Business Associate will provide such notification without unreasonable delay and in compliance with applicable law.

2.6. Access by Covered Entity or U.S. Department of Health and Human Services. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created for Covered Entity available to the Covered Entity and to the Secretary of the United States Department of

Health and Human Services, for purposes of determining the Covered Entity's compliance with HIPAA.

3. Obligations of Covered Entity

- 3.1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individuals to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if disclosed by Covered Entity.

4. Term and Termination

- 4.1. Term. The Term of this Agreement shall be effective as of the date it is executed, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.
- 4.2. Termination for Breach by Business Associate. Upon Covered Entity's knowledge of a material breach of the terms of this Agreement by Business Associate, Covered Entity shall:
 - 4.2.1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate their relationship and this agreement if Business Associate does not cure the breach or end the violation within thirty (30) days;
 - 4.2.2. Immediately terminate its relationship with Business Associate and this Agreement if Business Associate has breached a material term of this agreement and cure is not possible; or
 - 4.2.3. If neither termination nor cure is feasible, report the violation as required by the HITECH Act and applicable regulations, to the Secretary.
- 4.3. Termination for Breach by Covered Entity. Upon Business Associate's knowledge of a material breach of the terms of this Agreement by Covered Entity, Business Associate shall either:
 - 4.3.1. Provide an opportunity for Covered Entity to cure the breach or end the violation and terminate their relationship and this Agreement if Covered Entity does not cure the breach or end the violation within thirty (30) days.
 - 4.3.2. Immediately terminate its relationship with Covered Entity and this Agreement if Covered Entity has breached a material term of this Agreement and cure is not possible; or
 - 4.3.3. If neither termination nor cure is feasible, report the violation as required by the HITECH Act and applicable regulations, to the Secretary.
- 4.4. Effect of Termination
 - 4.4.1. Except as provided in Section 4.4.2 below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agent of Business Associate. Business Associate shall retain no copies of PHI.
 - 4.4.2. In the event that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5. Miscellaneous.

- 5.1. Amendment. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the parties. The parties agree to amend this Agreement, as appropriate, to conform with any new or revised legislation, rules and regulations to which Covered Entity is subject now or

in the future including, without limitation, the Privacy Rule, Security Standards or Transaction Standards (collectively, "Laws"). If within ninety (90) days of either party first providing written notice to the other of the need to amend this Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question; or alternatively (ii) the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days written notice.

- 5.2. Assignment. No party may assign or transfer any or all of its rights and/or obligations under this Agreement or any part of it, nor any benefit or interest in or under it, to any third party without the prior written consent of the other party, which shall not be unreasonably withheld.
- 5.3. Survival. The rights and obligations of the parties pursuant to this Agreement shall survive the termination of the Agreement indefinitely for so long as Business Associate receives, uses or maintains PHI on behalf of Covered Entity.
- 5.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Breach Notification Standards, Privacy Rule, Security Standards, and Transaction Standards. If there is any inconsistency between this Agreement and any other agreement between the parties, the language in this Agreement shall control.
- 5.5. Indemnification. Business Associate shall not be responsible or liable for any damages resulting from acts or omissions of Covered Entity and Covered Entity agrees to indemnify Business Associate for, hold it harmless from, and defend it against any and all claims relating to any inappropriate disclosure of information by the Covered Entity to Business Associate and any and all costs, attorneys' fees, expenses, and liabilities incurred by Business Associate in connection with such claims and in the defense of any action or proceeding brought thereon. Covered Entity shall not be responsible or liable for any damages resulting from acts or omissions of Business Associate and Business Associate agrees to indemnify the Covered Entity for, hold it harmless from, and defend it against any and all claims relating to any inappropriate disclosures of information by Business Associate and any and all costs, attorneys' fees, expenses, and liabilities incurred by the Covered Entity in connection with such claims and in the defense of any action or proceeding brought thereon.
- 5.6. Third Party Rights. The terms of this Agreement are not intended, nor should they be construed, to grant any right to any parties other than Business Associate or Covered Entity.
- 5.7. Minimum Necessary. Business Associate hereby represents and warrants that, for all PHI that Business Associate accesses or requests from Covered Entity for the purpose of providing services, it shall access or request only that amount of information that is minimally necessary to perform such services. In addition, for all uses and disclosures of PHI by Business Associate, Business Associate represents and warrants that it shall institute and implement policies and practices to limit such uses and disclosures to that which is minimally necessary to perform its services consistent with the requirements in the HITECH Act § 13405(b), or as otherwise specified in regulations promulgated by the Secretary of the Department of Health and Human Services.
- 5.8. Notice. All notices required under this Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addressed indicated below unless written notification of change of address shall have been given.

COVERED ENTITY

BUSINESS ASSOCIATE

If to Business Associate
 City of Tuscaloosa
 Office of the City Attorney
 City Hall Building, 2201
 University Boulevard
 Tuscaloosa, AL 35401
 Attn: Christopher England

If to Covered Entity

 Attn: _____

- 5.9. Severability; Governing Law. With respect to any provision of this Agreement finally determined to be unenforceable, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Business Associate

Covered Entity

CITY OF TUSCALOOSA

(Signature)

By: _____
(printed name)

By: _____

Its: _____
(title)

Its: _____
(title)

Date: _____

Date: _____

Appendix 8

The equipment list below shows the required equipment for the level of provider service listed at the top. The quantity listed is the minimum requirement for each ambulance licensed with the Office of EMS.

Alabama Office of EMS Ground Ambulance Equipment List	
ALS 1 / Paramedic	
Item	Quantity
Alabama Patient Care Protocols - Current Edition	1
Primary Stretcher (2 Sets of Straps and 1 Chest Restraint with Shoulder Straps)	1
Gloves (latex or equivalent)	2 sizes
Sheets, Blankets, and Pillows	2 each
Patient Rain Cover	1
Patient Restraints	1 set
Multi-trauma Dressings	2
Burn Sheets	2
OB Kit	1
Pen Light	1
Bandage/Trauma Shears	1
Gauze Pads (4x4)	50
Soft Roll Bandages	10
Adhesive Tape	3 rolls
Hemostatic Agents (non-granule)	2
Chest Seal	1
Chest Needle Decompression Kit (at least 2.5")	1
Long Spine Board Straps (or Spider Straps x1)	6
Blood Pressure Cuff - Adult	1
Blood Pressure Cuff - Pediatric	1
Stethoscope - Adult	1
Stethoscope - Pediatric	1
Pulse Oximetry - Adult	1
Pulse Oximetry - Pediatric	1
Portable Oxygen Tanks (D or E) with Regulator	2
Non-Rebreathing Mask with Tubing - Adult	2
Non-Rebreathing Mask with Tubing - Child	1
Non-Rebreathing Mask with Tubing - Infant	1
Nasal Cannulae with Tubing - Adult	2
Nasal Cannulae with Tubing - Child	1
Nasal Cannulae with Tubing - Infant	1
Bag-Valve Mask (BVM) - Adult	2
Bag-Valve Mask (BVM) - Child	1
Bag-Valve Mask (BVM) - Infant	1
Nebulizer - Adult	1
Nebulizer - Pediatric	1
Oropharyngeal Airways (sizes 0-5)	1 set
Nasopharyngeal Airways (12-34 fr)	6 assorted sizes
Venous Tourniquets	3
Intravenous (IV) Catheters (14, 16, 18, 20, 22, and 24 gauge)	5 each
Micro and Macro Administration Sets	3 each
IV Flow Regulator	2

IV Pressure Infuser	1
Needles (18-27 gauge)	6
Syringes (1 ml, 3-5 ml, and 10-20 ml)	3 each
Intraosseous (IO) Infusion Needles - Adult	1
Intraosseous (IO) Infusion Needles - Pediatric	1
Arm and Leg Splints	2
Traction Splint	1
Long Spine Board	2
Seated Immobilization Device	1
Cervical Immobilization Device (CID)	2
Cervical Collars - Adult	2
Cervical Collars - Pediatric	2
On-Board Oxygen Tank (M or Larger) with Regulator and Flow Meter	1
Triangular Reflectors or Equivalent	3
3 lb Hammer, Fire Axe, 24" Crow Bar	1 each
ABC Fire Extinguisher	1
Biohazard Waste Bags	2
Approved Sharps Container	1
Digital Blood Glucose Meter	1
Arterial Tourniquet	1
Pedi Wheel or Tape	1
Blind Insertion Airway Device (BIAD)	1
Mucosal Atomizer Device	2
Continuous Positive Airway Pressure (CPAP) Device	1
Face Mask and Eye Protection	3
Laryngoscope Handle	1
Laryngoscope Handle Batteries (extra)	1 set
Laryngoscope Blades (Miller size 0, 1, 2, 3, 4 & Macintosh sizes 1, 2, 3, 4)	1 set of each
Endotracheal (ET) Tubes 2.0mm-3.5mm (uncuffed)	3 assorted sizes
ET Tubes 4.0mm-5.5mm (cuffed or uncuffed)	3 assorted sizes
ET Tubes 6.0mm-9.0mm (cuffed)	3 assorted sizes
Stylette (if not included inside ET Tubes)	2
Bougie Device	1
ET Placement Detector	2
Magill Forceps - Adult	1
Magill Forceps - Pediatric	1
Wave Form Capnography	1
Cardiac Monitor/Defibrillator/Pacer/12-Lead ECG with Print Out and Spare Battery	1
Electrodes	24
Defibrillator Gel (if using paddles)	1
Defibrillator Pads (if not using paddles) - Adult	2
Defibrillator Pads (if not using paddles) - Pediatric	1
On-Board Suction	1
Portable Suction (Battery Operated)	1
Suction Catheter (Tonsil Tip)	2
Suction Catheters (6-18 fr)	3 assorted sizes
Suction Tubing	2

The equipment list below shows the required equipment for the level of provider service listed at the top. The quantity listed is the minimum requirement for each ambulance licensed with the Office of EMS.

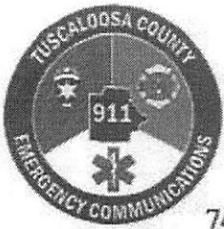
Alabama Office of EMS Non-Transport Equipment List	
ALS 1 / Paramedic	
Item	Quantity
Alabama Patient Care Protocols - Current Edition	1
Gloves (latex or equivalent)	2 sizes
Sheets/Blankets	2
Patient Rain Cover	1
Patient Restraints	1 set
Multi-trauma Dressings	2
Burn Sheets	2
OB Kit	1
Pen Light	1
Bandage/Trauma Shears	1
Gauze Pads (4x4)	50
Soft Roll Bandages	10
Adhesive Tape	3 rolls
Hemostatic Agents (non-granule)	2
Chest Seal	1
Chest Needle Decompression Kit (at least 2.5")	1
Long Spine Board Straps (or Spider Straps x1)	6
Blood Pressure Cuff - Adult	1
Blood Pressure Cuff - Pediatric	1
Stethoscope - Adult	1
Stethoscope - Pediatric	1
Pulse Oximetry - Adult	1
Pulse Oximetry - Pediatric	1
Portable Oxygen Tanks (D or E) with Regulator	2
Non-Rebreathing Mask with Tubing - Adult	2
Non-Rebreathing Mask with Tubing - Child	1
Non-Rebreathing Mask with Tubing - Infant	1
Nasal Cannulae with Tubing - Adult	2
Nasal Cannulae with Tubing - Child	1
Nasal Cannulae with Tubing - Infant	1
Bag-Valve Mask (BVM) - Adult	2
Bag-Valve Mask (BVM) - Child	1
Bag-Valve Mask (BVM) - Infant	1
Nebulizer - Adult	1
Nebulizer - Pediatric	1
Oropharyngeal Airways (sizes 0-5)	1 set
Nasopharyngeal Airways (12-34 fr)	6 assorted sizes
Venous Tourniquets	3
Intravenous (IV) Catheters (14, 16, 18, 20, 22, and 24 gauge)	3 each
Micro and Macro Administration Sets	3 each
IV Flow Regulator	2
IV Pressure Infuser	1

Needles (18-27 gauge)	6
Syringes (1 ml, 3-5 ml, and 10-20 ml)	3 each
Intraosseous (IO) Infusion Needles - Adult	1
Intraosseous (IO) Infusion Needles - Pediatric	1
Arm and Leg Splints	2
Traction Splint	1
Long Spine Board	2
Cervical Immobilization Device (CID)	2
Cervical Collars - Adult	2
Cervical Collars - Pediatric	2
Triangular Reflectors or Equivalent	3
3 lb Hammer, Fire Axe, 24" Crow Bar	1 each
ABC Fire Extinguisher	1
Biohazard Waste Bags	2
Approved Sharps Container	1
Digital Blood Glucose Meter	1
Arterial Tourniquet	1
Pedi Wheel or Tape	1
Blind Insertion Airway Device (BIAD)	1
Mucosal Atomizer Device	2
Face Mask and Eye Protection	3
Laryngoscope Handle	1
Laryngoscope Handle Batteries (extra)	1 set
Laryngoscope Blades (Miller size 0, 1, 2, 3, 4 & Macintosh sizes 1, 2, 3, 4)	1 set of each type
Endotracheal (ET) Tubes 2.0mm-3.5mm (uncuffed)	3 assorted sizes
ET Tubes 4.0mm-5.5mm (cuffed or uncuffed)	3 assorted sizes
ET Tubes 6.0mm-9.0mm (cuffed)	3 assorted sizes
Stylette (if not included inside ET Tubes)	2
Bougie Device	1
ET Placement Detector	2
Magill Forceps - Adult	1
Magill Forceps - Pediatric	1
CO ₂ Monitoring Equipment (or Capnography) - Adult	1
CO ₂ Monitoring Equipment (or Capnography) - Pediatric	1
Cardiac Monitor/Defibrillator/Pacer/12-Lead ECG with Print Out and Spare Battery	1
Electrodes	24
Defibrillator Gel (if using paddles)	1
Defibrillator Pads (if not using paddles) - Adult	2
Defibrillator Pads (if not using paddles) - Pediatric	1
Portable Suction	1
Suction Catheter (Tonsil Tip)	2
Suction Catheters (6-18 fr)	3 assorted sizes
Suction Tubing	2

**Alabama Department of Public Health, Office of EMS
Paramedic Medication Formulary**

MEDICATION (Refer to the protocols for specific dosages)
Amiodarone or Lidocaine - <i>Premix and Bolus</i>
Adenosine
Albuterol Sulfate
Albuterol with Ipratropium
Aspirin
Atropine Sulfate
Calcium Chloride
Cardezim
Dextrose 50% <i>or</i> 10% <i>or both</i>
Midazolam (preferred), Lorazepam, or Diazepam
Diphenhydramine
Dopamine
Epinephrine 1: 10,000 and 1:1,000
Fentanyl
Furosemide
Glucagon
Oral Glucose
Haloperidol
Hydroxocobalamin (Cyanokit)
Ketamine
Labetalol
Magnesium Sulfate
Morphine Sulfate
Naloxone
Nicardipine
Nitroglycerin
Nitrous Oxide
Normal Saline
Ondansetron
Racemic Epinephrine
Sodium Bicarbonate
Thiamine
Tranexamic Acid
Vasopressin

Medication is optional



TUSCALOOSA COUNTY EMERGENCY COMMUNICATIONS DISTRICT

7400 Richard M. Pierce Parkway • Northport, Alabama 35473 • (205) 710-6775

Communications / Addressing / Mapping

Rod Coleman, Director

July 8, 2021

Prospective Ambulance Franchise Holders

To whom it may concern,

It is the expectation of the Tuscaloosa County 911 Emergency Communications District ("District") and its Board that the ambulance franchisee holder responsible for service in Tuscaloosa County will maintain a communications center within the Tuscaloosa County Emergency Operations Center located at 7400 Richard M. Pierce Pkwy. Northport, AL 35473. The Board intends to enter into an agreement under substantially the same terms that is used with the existing franchisee. A copy of the agreement with the existing franchisee is available for inspection upon request.

Sincerely,

Rod Coleman, Director

Appendix 9 – Seniority and Wage Information provided by NorthStar

**Tuscaloosa
Franchise
Employee
Information**

14-Jul-21

SENIORITY	1 - 3 YRS	3 - 5 YRS	5 - 10 YRS	OVER 10 YRS
EMT-B	74.3%	14.3%	11.4%	0.0%
EMT-A	50.0%	30.0%	15.0%	5.0%
EMT-P	21.8%	20.0%	47.0%	10.9%
EMD	52.0%	12.0%	12.0%	24.0%
TOTAL	45.2%	18.5%	26.7%	9.6%

Hourly Pay Range	LOW	HIGH
EMT-B	\$10.00	\$12.10
EMT-A	\$11.60	\$14.20
EMT-P	\$17.30	\$26.10
EMD	\$12.00	\$22.50

**Questions # 1-116 were
Submitted by PC EMS Solutions
On 6.25.21**

Question #	Section/Subsection Title	Page	Section/Paragraph	Topic/Specific RFP Language	Question	Response /Answer
1.	Section I. System Design Summary			General Question	Can time be scheduled with current city and TFR stakeholders to gain insight processes, expectations, and methods? If so, who should we contact to set up meetings?	An overview of processes, expectations, and methods will be provided at the pre-proposer's meeting. Separate meetings are not anticipated at this time. Clarification only – No RFP language change required.
2.				General Question	Please provide a copy of the contract with the current provider.	Franchise was attached and references the previous RFP which serves as the base contract. Clarification only – No RFP language change required.
3.	Section I. System Design Summary	2	A. Overview	The City intends for the Franchisee to be the sole Authorized provider of Emergency, Urgent and Non-Emergency Ambulance Services in the designated areas covered by this Request for Proposals (RFP).	Please provide a list of currently defined Emergency, Urgent, and Non-Emergency MPDS determinants, and counts of each for 2019.	MPDS Priorities are generally outlined at VB2a-c P1 typically Echo and Delta P2 typically Charlie, Bravo P3 typically Alpha P4/5 Non-MPDS Counts are found at Clarification only – No RFP language change required.
4.	Section I. System Design Summary	2	A. Overview	The City intends for the Franchisee to be the sole Authorized provider of Emergency, Urgent and Non-Emergency Ambulance Services in the designated areas covered by this Request for Proposals (RFP).	The Market Rights language omits exclusivity of urgent and non-emergency ambulance services that are included in the System Design Summary Overview.	The Franchise will cover all ambulance services (including urgent and non-emergency services) offered within the City other than the limited TFR service provided to City employees and prisoners and those times that the Franchisee has an extended

4 Cont	Section VI. Regulatory Compliance and Financial Provisions	92	F.1 Franchise Compensation from City 1. Market Rights	“... City shall not enter into agreements with any other provider for ground emergency ambulance requests from City PSAP ... within the City limits during the term of this Agreement.”	Is it the intent of the City to provide exclusive market rights of all ambulance services within the City limits to the prevailing proposer? If not, please describe the intent.	response time due to resource availability. Language changed to add “... City shall not enter into agreements with any other provider for ground Emergency and Non Emergency ambulance requests...within the City limits...” Modification to Specifications
5.	Section I. System Design Summary	2	A. Overview	The City intends for the Franchisee to be the sole Authorized provider of Emergency, Urgent and Non-Emergency Ambulance Services in the designated areas covered by this Request for Proposals (RFP).	Does this include all routine inter-facility ambulance transports that originate and terminate within the City, or only those generated by the 911 system?	Franchise includes all ambulance transports that originate within the City excluding those provided by TFR as outlined. Inbound ambulances from outside the City limits are not subject to the Franchise. Clarification only – No RFP language change required.
6.	Section I. System Design Summary	3	B. Background	The city of Tuscaloosa Fire Rescue (TFR) provides emergency medical first response services at the first response, BLS and ALS level. TFR also provides emergency transports on a limited basis. TFR has certain designated oversight responsibilities as outlined in the Ordinance and under this RFP.	Please provide an inclusive list of the TFR’s designated oversight responsibilities of the Franchise.	TFR has been designated by the City as the Franchise/Contract Monitor. As such it will provide all monitoring and oversight services consistent with the requirements of the RFP. Clarification only – No language change required.

7.	Section I. System Design Summary	3	B. Background	"TFR also provides emergency transports on a limited basis."	<p>In Section I. A., the franchisee is defined as the "sole authorized provider of Emergency, Urgent, and Non-Emergency Ambulance services," however, in Section I. B., TLR is described as providing emergency transports on a limited basis.</p> <p>Please describe TLR's anticipated role and workflow in providing these transports?</p>	<p>TFR units are first response units. They typically transport only City employees and prisoners, or when the system provider has a delayed response or otherwise needs assistance, or the criticality of the situation warrants immediate transport.</p> <p>In 2019 the total number of TFR Transports was approximately 260. The City anticipates the number it transports to proportionately decrease or remain constant – not increase. These transports were not included in the call count.</p> <p>Clarification only – No RFP language change required.</p>
8.	Section I. System Design Summary	3	B. Background	"TFR also provides emergency transports on a limited basis."	<p>In what circumstances or situations does TFR transport?</p>	<p>See # 7 above</p> <p>Clarification only – No RFP language change required.</p>
9.	Section I. System Design Summary	3	B. Background	"TFR also provides emergency transports on a limited basis."	<p>Does the Franchisee respond to the calls that TRF provides emergency transports for as well?</p>	<p>Infrequently, See # 7 above</p> <p>Clarification only – No RFP language change required.</p>
10.	Section I. System Design Summary	3	B. Background	"TFR also provides emergency transports on a limited basis."	<p>How are the calls that TFR provides emergency transports for accounted for in the program performance stats?</p>	<p>If TFR transports due to reasons identified in item 7 above and are not included in stats. If Franchisee is dispatched to the assignment Franchisee's performance is included in the Franchisee's stats.</p> <p>Clarification only – No RFP language change required.</p>

11.	Section I. System Design Summary	3	A. Overview - 1 st paragraph	<p>“Although the franchise granted pursuant to the RFP will be exclusive, there may be some circumstances wherein ambulance service by a non-franchise providers will be allowed. For example, emergency patient transport that originates and/or terminates outside the City....”</p>	<p>This language seems to imply that another ambulance service provider can pick-up a patient within the City limits and transport that patient as long as it is an “emergency patient” and that transport terminates outside the City.</p> <p>Can you provide an example of this concept and provide the number of times per month, on average this occurs?</p>	<p>See Answer to item 5.</p> <p>This question apparently misconstrues what is written at page 3 reads –“For example, emergency patient transport that originates and/or terminates outside the City’s jurisdiction; and/or non-emergency patient transport that originates outside the City; and/or when the allowance of non-franchised ambulance service is required by federal or state law; and/or during declarations of disaster or emergency when resources are taxed beyond normal limits; may be allowed without a franchise.”</p> <p>For clarity - Trips that begin and end outside the City or that begin outside the City and end within the City are outside the control of the City Franchise. It is an incorrect assumption that a patient could be picked up within the City without a Franchise regardless of the destination.</p> <p>Clarification only – No RFP language change required.</p>

12.	Section I. System Design Summary	4	C. Overview of EMS System Design	Hospitals/Free Standing Hospitals	How many receiving hospitals are in the area and how many Free-Standing hospitals?	DCH is the only receiving hospital system in the City. DCH-also operated a hospital in Northport (DCH-Northport). There are no free standing EDs or other hospitals within the City. Clarification only – No RFP language change required.
13.	Section I. System Design Summary	5	D. New EMS System Definitions/Requirements 2. Citywide and Call Density....	In the past there had been informal accommodations and exceptions granted for services in the outlying areas of the City. Under this Franchise response times performance is required Citywide.	Are the performance standards outlined in this RFP the same as those in place currently?	The previous RFP did not have density-based response times and routinely granted some exceptions in low call density zones. This became a burden to administer and density based zones were determined to be a more equitable approach. BLS is authorized under in certain case consistent with this RFP. Clarification only – No RFP language change required.
14.	Section I. System Design Summary	5	D. New EMS System Definitions/Requirements 2. Citywide and Call Density....	In the past there had been informal accommodations and exceptions granted for services in the outlying areas of the City. Under this Franchise response times performance is required Citywide.	If the performance standards for the current provider are not the same as those required in this RFP, what are they currently and what is driving the need for change?	See # 13 above Clarification only – No RFP language change required.
15.	Section I. System Design Summary	6	D. New EMS Definitions/Requirements. 3. Provisions to	This is a performance contract and as such includes Liquidated Damages described in Section V.C.2. in the event the Franchisee fails to provide data to	Does the contract with the current Franchisee include liquidated damages?	Current Franchisee is charged Penalties.

			Reduce Poor Service and Incentivize Outstanding Service	determine compliance and/or fails to comply with response time requirements. In contrast there are specific provision found at section V.C.3 that offer incentives when the Franchisee performs its operational and clinical roles in an outstanding manner.		<p>Clarification only – No RFP language change required</p> <p>Current Franchise does not provide incentives.</p> <p>Clarification only – No RFP language change required.</p>																																										
16.	Section I. System Design Summary	6	D. New EMS Definitions/Requirements. 3. Provisions to Reduce Poor Service and Incentivize Outstanding Service	This is a performance contract and as such includes Liquidated Damages described in Section V.C.2. in the event the Franchisee fails to provide data to determine compliance and/or fails to comply with response time requirements. In contrast there are specific provision found at section V.C.3 that offer incentives when the Franchisee performs its operational and clinical roles in an outstanding manner.	How many times in 2018 and 2019 (list separately by year) did the current Franchisee have to pay liquidated damages?	<p>7 times in 2018; 12 times in 2019</p> <table border="1"> <thead> <tr> <th>Month</th> <th>2018</th> <th>2019</th> </tr> </thead> <tbody> <tr> <td>January</td> <td></td> <td>Yes, P4s</td> </tr> <tr> <td>February</td> <td></td> <td>Yes, P4s</td> </tr> <tr> <td>March</td> <td></td> <td>Yes, P1s, P4s</td> </tr> <tr> <td>April</td> <td>Yes, P4s</td> <td>Yes, P4s, P5s</td> </tr> <tr> <td>May</td> <td></td> <td>Yes, P4s, P5s</td> </tr> <tr> <td>June</td> <td>Yes, P1s</td> <td>Yes, P1s, P4s, P5s</td> </tr> <tr> <td>July</td> <td></td> <td>Yes, P4s, P5s</td> </tr> <tr> <td>August</td> <td>Yes, P4s</td> <td>Yes, P4s, P5s</td> </tr> <tr> <td>September</td> <td>Yes, P4s, P5s</td> <td>Yes, P4s, P5s</td> </tr> <tr> <td>October</td> <td>Yes, P4s</td> <td>Yes, P3s, P4s, P5s</td> </tr> <tr> <td>November</td> <td>Yes, P4s</td> <td>Yes, P4s, P5s</td> </tr> <tr> <td>December</td> <td>Yes, P1s, P4s</td> <td>Yes, P4s</td> </tr> <tr> <td></td> <td>7 times</td> <td>12 times</td> </tr> </tbody> </table> <p>Clarification only – No RFP language change required.</p>	Month	2018	2019	January		Yes, P4s	February		Yes, P4s	March		Yes, P1s, P4s	April	Yes, P4s	Yes, P4s, P5s	May		Yes, P4s, P5s	June	Yes, P1s	Yes, P1s, P4s, P5s	July		Yes, P4s, P5s	August	Yes, P4s	Yes, P4s, P5s	September	Yes, P4s, P5s	Yes, P4s, P5s	October	Yes, P4s	Yes, P3s, P4s, P5s	November	Yes, P4s	Yes, P4s, P5s	December	Yes, P1s, P4s	Yes, P4s		7 times	12 times
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17.	Section I. System Design Summary	6	D. New EMS Definitions/Requirements. 3. Provisions to Reduce Poor Service and Incentivize Outstanding Service	This is a performance contract and as such includes Liquidated Damages described in Section V.C.2. in the event the Franchisee fails to provide data to determine compliance and/or fails to comply with response time requirements. In contrast there are specific provision found at section V.C.3 that offer incentives when the Franchisee performs its operational and clinical roles in an outstanding manner.	Does the current contract provide incentive compensation for exceeding service performance expectations?	<p>The current Franchise does not provide incentives. This is a new provision.</p> <p>Clarification only – No RFP language change required.</p>																																										

18.	Section I. System Design Summary	6	D. New EMS Definitions/Requirements. 3. Provisions to Reduce Poor Service and Incentivize Outstanding Service	This is a performance contract and as such includes Liquidated Damages described in Section V.C.2. in the event the Franchisee fails to provide data to determine compliance and/or fails to comply with response time requirements. In contrast there are specific provision found at section V.C.3 that offer incentives when the Franchisee performs its operational and clinical roles in an outstanding manner.	How many times in 2018 and 2019 did the current Franchisee receive incentives for outstanding performance?	None - See answer to # 17 above. Clarification only – No RFP language change required.
19.	Section I. System Design Summary	5	D. New EMS System Definitions/Requirements 2. Citywide and Call Density Based...	The City will measure compliance citywide but will analyze responses in accordance with call density-based response zones to ensure response equity.	Please provide the response data and methodology associated with the determination of the density-based response zones.	TFR and City GIS analysis. Proposer to use own judgement relative to required compliance within zones. Clarification only – No RFP language change required.
20.	Section I. System Design Summary	5	D. New EMS System Definitions/Requirements. 1. Electronic Call Transfer....	Should the Franchisee elect to use a Computer Aided Dispatch (CAD) system different than the City's then current CAD, it shall provide City a live electronic (see only) interface that also has capability for non-live playback of system resources including Automatic Vehicle Location (AVL) and response intervals.	Which CAD is used by the City and fire PSAP?	County 911 and City Fire both use Spillman CAD. Clarification only – No RFP language change required.
21.	Section I. System Design Summary	5	D. New EMS System Definitions/Require	Should the Franchisee elect to use a Computer Aided Dispatch (CAD) system different than the City's then current CAD, it shall provide	Are there any plans to change the current CAD that is being used by the city?	No

			ments. 1. Electronic Call Transfer....	City a live electronic (see only) interface that also has capability for non-live playback of system resources including Automatic Vehicle Location (AVL) and response intervals		Clarification only – No RFP language change required.
22.	Section I. System Design Summary	5	D. New EMS System Definitions/Requirements. 1. Electronic Call Transfer....	Over the term of the previous Franchise medical sophistication has increased and the City is able to allow the Franchisee to offer medically appropriate services at both the ALS and BLS level as approved by the system medical director.	Please provide the MPDS determinant matrix of ALS and BLS call types for review, as well as the counts of each for calendar year 2019?	See response to item 3. Clarification only – No RFP language change required.
23.	Section I. System Design Summary	5	D. New EMS System Definitions/Requirements 1. Electronic Call Transfer...	The PSAP is responsible to prioritize calls as to acuity level according to protocols approved by the System Medical Director.	Please provide these protocols for review.	See response to item 3. Clarification only – No RFP language change required.
24.	Section I. System Design Summary	6	D. New EMS System Definitions/Requirements. 2. Citywide and Call Density...	“The Franchisee’s response clock begins when the call is time stamped as passed from the City’s PSAP and received by the Franchisee’s dispatch center.”	If a call is passed to the Franchisee Call center and was not given a MPDS Priority, does the time then begin once the call is properly processed by MPDS by the Franchisee dispatch center?	For the City, the clock begins when the Franchisee is given the address and priority of the request. This clock interval is different time frame for Northport and County. For clarity — In rare situations where a priority cannot be determined at the time the request is made of the Franchisee, the call will be dispatched as a Priority 2, if the

						<p>additional information becomes available to dispatch then assignment is upgraded or downgraded by the City communications center as described in the RFP.</p> <p>Clarification only – No RFP language change required.</p>
25.	Section I. System Design Summary	6	D. New EMS System Definitions/Requirements. 2. Citywide and Call Density...	“The Franchisee’s response clock begins when the call is time stamped as passed from the City’s PSAP and received by the Franchisee’s dispatch center.”	How many calls are processed daily by the Franchisee Dispatch center due to the City’s inability to address and process the calls through MPDS?	<p>Not applicable to the City</p> <p>Clarification only – No RFP language change required.</p>
26.	Section I. System Design Summary	6	D. New EMS System Definitions/Requirements. 2. Citywide and Call density...	“The Franchisee’s response clock begins when the call is time stamped as passed from the City’s PSAP and received by the Franchisee’s dispatch center.”	Are all interfacility calls (P-4 and P-5) received directly by the Franchisee Dispatch center?	<p>Yes,</p> <p>Clarification only – No RFP language change required.</p>
27.	Section I. System Design Summary	6	D. New EMS System Definitions/Requirements. 4. Surplus or Reserve Fleet Requirements	Franchisee is to maintain the number of ALS equipped and fully operating ambulances that represent 130% of the peak staffing level.	Please provide the peak number of ambulances that were required in CY 2019 or provide the number of ambulances maintained by the current provider)?	<p>Currently the peak number of units deployed are 23 ALS and 3 BLS. These may currently be serving all jurisdictions.</p> <p>Clarification only – No RFP language change required.</p>
28.	Section I. System Design Summary	6	D. New EMS System Definitions/Requirements	“Franchisee is to maintain the number of ALS equipped and fully operating ambulances that represents 130% of peak staffing level.”	There are three RFP proposers are responding to. Most of the provisions of the City’s RFP are incorporated into the County’s RFP and the city of Northport’s RFP. The surplus or reserve	<p>While each jurisdiction is required to conduct an RFP, the Franchisee is not required to have separate fleets as this is a performance based agreement. The number of total vehicles</p>

			4. Surplus or Reserve Fleet Requirements		requirements seem to be incorporated in each RFP. Is it the intent of this procurement process for the Franchisee to have vehicles dedicated to each area?	required is based upon the peak number of units deployed in each community for their RFP. Clarification only – No RFP language change required.
29.	Section I. System Design Summary	6	D. New EMS System Definitions/ Requirements 4. Surplus or Reserve Fleet Requirements	“Franchisee is to maintain the number of ALS equipped and fully operating ambulances that represents 130% of peak staffing level.”	Is this requirement all-inclusive?	See answer to item 28 above. Clarification only – No RFP language change required.
30.	Section I. System Design Summary	6	D. New EMS System Definitions/ Requirements 4. Surplus or Reserve Fleet Requirements	“Franchisee is to maintain the number of ALS equipped and fully operating ambulances that represents 130% of peak staffing level.”	Please provide a break-down of the number of ALS responses for the City, the County, and the City of Northport?	In the previous system design all responses were provided at the ALS level for Priorities 1-3. The County – provided updated listing of responses by year. Call Counts do not include NET. These are not categorized as ALS or BLS. 2017 – 6,800 2018 – 7,050 2019 – 7,400 2020 – 7,900 Northport does not categorize ALS or BLS and its call counts do not include NET. None of the jurisdictions warrant the accuracy of volumes.

						Clarification only – No RFP language change required.
31.	Section I. System Design Summary	6	D. New EMS System Definitions/ Requirements 4. Surplus or Reserve Fleet Requirements	“Franchisee is to maintain the number of ALS equipped and fully operating ambulances that represents 130% of peak staffing level.”	Does this RFP allow for the deployment of some BLS ambulances to respond to lower acuity calls and are BLS included in the 130% calculation?	The RFP language at page 58 does allow for deployment of BLS units for lower acuity level requests. The 130% reserve requirement applies to both types of units deployed. Clarification only – No RFP language change required.
32.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements. 5. Provider Fatigue	Provider fatigue and the impairment associated with the fatigue pose a significant safety risk for patients, partners, and others in the community. Crewmembers working on ambulances in The City of Tuscaloosa shall not be scheduled to work shifts longer than 24 consecutive hours and shall not remain on duty for longer than 36 consecutive hours due to late calls or unscheduled holdovers. A rest period of at least 12 consecutive hours between shifts is required.	What are the current shift schedules in the system and how many of each (8s, 12s, 24s, other)?	Current schedules are managed by the current Franchisee. They utilize a variety of schedule patterns. The City does not have the information requested however, that could be obtained by talking to incumbent crew members. Clarification only – No RFP language change required.
33.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements. 5. Provider Fatigue	...A fatigue management plan is required as outlined at Section IV.L.	Does the current Franchisee have a specific Fatigue Management Plan or is the information provided in Section IV, L. inclusive of what they provide for Fatigue Management?	The current fatigue management plan is the responsibility of the Franchisee. The City is unable to provide current Franchisee fatigue management documents. Under this RFP each proposer should consider IV,L and develop

					If they do have a specific Fatigue Management plan in addition to what is described in Section IV, L, please provide a copy of that plan.	its own plan that will become a part of their offering. Clarification only – No RFP language change required.
34.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements 7. Franchise Fee to provide Reimbursement of City Expenditures	The Franchisee shall remit to the City on a monthly basis, all required Franchise fees. The fee imposed is designed to reimburse only the actual costs the City expends for Dispatch services, medical direction/City QI processes and system oversight.	What were the costs to the City in 2019 for Dispatch services, medical direction, and system oversight, listed separately?	The RFP language reference was included to indicate that the franchise fee is within the “safe harbor” as the City’s costs for these services are higher than the franchise fee. The Franchise fee is 1% of Gross Charges as outlined in the RFP. There are no other fees charged for City services. Clarification only – No RFP language change required.
35.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements 7. Franchise Fee to provide Reimbursement of City Expenditures	The Franchisee shall remit to the City on a monthly basis, all required Franchise fees. The fee imposed is designed to reimburse only the actual costs the City expends for Dispatch services, medical direction/City QI processes and system oversight.	Is this calculation in place today?	The Franchise fee has not changed. Clarification only – No RFP language change required.
36.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements 7. Franchise Fee to provide Reimbursement of City Expenditures	The Franchisee shall remit to the City on a monthly basis, all required Franchise fees. The fee imposed is designed to reimburse only the actual costs the City expends for Dispatch services,	How many of each type, ALS and BLS ambulances, are in the system today?	The peak number of staffed units is reported to be typically 15-16 in the City of Tuscaloosa.

				medical direction/City QI processes and system oversight.		The total number of units including reserves currently is 28 Clarification only – No RFP language change required.
37.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements 7. Franchise Fee to provide Reimbursement of City Expenditures	The Franchisee shall remit to the City on a monthly basis, all required Franchise fees. The fee imposed is designed to reimburse only the actual costs the City expends for Dispatch services, medical direction/City QI processes and system oversight.	What is the time period for which this calculation is made - fiscal year, calendar year, monthly or other – if other, please explain.	Based on Franchisee’s gross charges <u>each month</u> . Clarification only – No RFP language change required.
38.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements 7. Franchise Fee to provide Reimbursement of City Expenditures	The Franchisee shall remit to the City on a monthly basis, all required Franchise fees. The fee imposed is designed to reimburse only the actual costs the City expends for Dispatch services, medical direction/City QI processes and system oversight.	What are the “gross charges” in the system today; and are they the gross charges for all 3 areas (Tuscaloosa, the County and Northport) or just the City of Tuscaloosa?	The gross charges for the City can be calculated based on the 1% Franchise fee information provided at Appendix 8 distributed at Preproposal Conference. Each Jurisdiction anticipates a Franchise Fee of 1% of the gross charges billed within their Jurisdiction. Clarification only – No RFP language change required.
39.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements 7. Franchise Fee to provide	The Franchisee shall remit to the City on a monthly basis, all required Franchise fees. The fee imposed is designed to reimburse only the actual costs the City expends for Dispatch services,	If only the City of Tuscaloosa are included in this “gross charges” calculation, please provide charges for Northport and the County.	See answer to item 38 above. Clarification only – No RFP language change required.

			Reimbursement of City Expenditures	medical direction/City QI processes and system oversight.		
40.	Section I. System Design Summary	7	D. New EMS System Definitions/ Requirements. 7. Franchise Fee to provide Reimbursement of City Expenditures	The Franchisee shall remit to the City on a monthly basis, all required Franchise fees. The fee imposed is designed to reimburse only the actual costs the City expends for Dispatch services, medical direction/City QI processes and system oversight.	If the Franchise fee is to reimburse actual costs, would the City consider basing the 1% fee on the gross amount that is “collected” from charges billed on all ambulance calls/services performed within the city limits rather than charges billed , or some other method?	No, The City considered increasing the Franchise Fee and changing it to a higher percentage of collected revenues. That would require a separate verification of collected amounts. For simplicity, it was determined that the fee would remain at 1% of Billed Charges. Clarification only – No RFP language change required.
41.	Section I. System Design Summary	8	E. Relevant Information Regarding Service Areas. 1. Historical Volume	Transport Volume Rates	Please provide the payor mix for the ambulance patient transports billed by the provider for CYs 2018 and 2019.	Specific information is undisclosed Franchisee data. A reasonable proxy for ambulance payer mix was reported by hospital ED officials: Insurance/Commercial 30% Medicare 17% Medicaid 18% Self Pay 13% Senior Plans 15% Other Gov’t Payers 07% (including Tricare, W/C, Covid uninsured Reimb.) Clarification only – No RFP language change required.

42.	Section I. System Design Summary	8	E. Relevant Information Regarding Service Areas. 1. Historical Volume	Transport Volume Rates	Please provide amount collected for Calendar year 2019 for transports / services that were billed?	Specific information is undisclosed Franchisee data. Generally, the collection rate has been described as positive due to the large number of commercially insured students. Clarification only – No RFP language change required.
43.	Section I. System Design Summary; E. Relevant Information Regarding Service Areas	8	E. Relevant Information Regarding Service Areas. 1. Historical Service Volume	Call volume in the City must be determined by any potential Franchisee. However, it appears that there were approximately 25,358 responses in Tuscaloosa in calendar year 2019 and that approximately 81% of the responses or 20,500 resulted in transports.	Please provide the number of calls dispatched to the current Franchisee as well as the number of responses and transports, broken down by BLS and ALS that occurred in 2017, 2018 and 2019.	Will be provided at a later date The City does not have information broken down by type of service provided. Total response volumes for 2017 are [REDACTED] and 2018 [REDACTED] Clarification only – No RFP language change required
44.				General Question	What is the percentage breakdown of the Ambulance Fee Schedule service levels (HCPCS codes) for all transports (ALS1, ALS2, BLS, etc.,) for 2019?	The City does not have the HCPCS codes for the services rendered. Clarification only – No RFP language change required.
45.				General Question	What is the average mileage per transport by Ambulance Fee Schedule service levels (ALS1, ALS2, BLS, etc.) for 2019?	The City does not have access to the Franchisee’s average mileage broken down by service level. Based on other data sources it is estimated that the average loaded miles per transport approximates 10 miles.

						Clarification only – No RFP language change required.
46.	Section I. System Design Summary; E. Relevant Information Regarding Service Areas	8		Call volume in the City must be determined by any potential Franchisee. However, it appears that there were approximately 25,358 responses in Tuscaloosa in calendar year 2019 and that approximately 81% of the responses or 20,500 resulted in transports.	Please provide the same information for 2020 and 2021 YTD.	See answer to item 43. Clarification only – No RFP language change required.
47.	Section I. System Design Summary; E. Relevant Information Regarding Service Areas	8	E. Relevant Information Regarding Service Areas. 1. Historical Service Volume	Call volume in the City must be determined by any potential Franchisee. However, it appears that there were approximately 25,358 responses in Tuscaloosa in calendar year 2019 and that approximately 81% of the responses or 20,500 resulted in transports.	Does the volume provided include Non-emergency and out of town transports?	For the City of Tuscaloosa the volume is all inclusive. For Northport and County the number represents only 911 requests and does not include non-emergency transfers. Clarification only – No RFP language change required.
48.	Section II. Procurement Information	15	F. Proposal Instructions 3. Minimum Qualmay use information from any site to establish qualifications; however information represented that does not reflect the experience of the operational site responsible for the proposal shall be so noted.	Except for the incumbent provider, most bidders are likely to be bidding this with intent to establish a stand-alone operation to deliver service. Since, in such a scenario, there is no operational site responsible for the proposal but instead an entire organization responsible, how do you suggest that be handled in the response?	Any other site operated by the Proposer that meets the requirements as outlined in the RFP and may be used to establish the credentials of the Proposing entity. Clarification only – No RFP language change required.
49.	Section II. Procurement Information	17	F. Proposal Instructions 3. C. Response Time Performance	Documentation shall include a copy of the contract language, regulations, and/or ordinances that requires compliance, and the service's response time	As noted earlier in the RFP narrative about the current Franchisee's performance, 2020 was an unusual year given COVID-19 so 2019 base year data should	2019 data may be used to establish minimum performances.

				<p>performance for the most recent 12 months for which information is available</p>	<p>be considered more indicative of service levels. Yet you are asking us to provide our credentials based on most recent 12 months of data which will clearly include a significant portion of time impacted by COVID.</p> <p>Would you consider changing this requirement to providing 2019 response time performance?</p>	<p>2020 data should also be provided with any specific notation that performance was impacted by COVID and/or if there were waivers of performance requirements granted.</p> <p>The Core intent here is to verify that other than COVID-19 impact that the Proposer has fully met its obligations.</p> <p>Modification to Specifications</p>
50.	Section II. Procurement Information	18	F. Proposal Instructions 3. D. Response Time Performance	<p>If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown.</p>	<p>Similar to the earlier question, if the entity proposing is through a subsidiary established specifically to respond to this RFP (and operate if awarded), the individual unit would have no financial statement or history to provide.</p> <p>Is it adequate to only provide the parent company financials to demonstrate financial stability?</p>	<p>Consolidated financial statements of a parent company may be used for documentation of qualifications.</p> <p>During the term of the agreement, it is the City's preference audited statements for the Franchised entity be utilized. If consolidated audited statements are utilized then separate balance sheets and income statements for the local operation subject to representations by the auditor. Key elements presented in those statements to be approved by the City.</p> <p>A sample format to be used is included at Appendix 8A and will be Distributed at Pre-Proposer Conference.</p>

						Modification to Specifications
51.	Section II; Procurement Information	20	F. Proposal Instructions; 3. E. Documentation of Regulatory Compliance and other Litigation – very last section	Each Proposer must submit two (2) original credentials documents and a single electronic copy with bookmarked table of contents for easy navigation (e.g. thumb drive). Credential submissions submitted are to be provided as the First tab/section of the support binder.	Are the credentials to be submitted in the same binder as the exhibits – is that considered the “support” binder?	Yes, First Tab of the Exhibits/ Support binder. Clarification only – No RFP language change required.
52.	Section III. Service Plan	32 & 85	A. City Responsibilities, 5 th bullet	Coordinate efforts to address unmet social needs to minimize the impact on the Ambulance Service including City’s EMS prevention unit	Please provide detailed information regarding the program and responsibilities of the City’s current EMS prevention unit.	A brief overview of the program will be presented at the Pre-Proposer Conference. Also, see a brief video summary at https://www.instagram.com/p/CQPSCWdnfvT/ Clarification only – No RFP language change required.
53.	Section IV. Clinical Employee Provisions	36	B. Medical Oversight	The City shall furnish medical control services at its expense, including the services of a System EMS Medical Director for all system participants’ functions in the EMS System (e.g. medical communications, first responder agencies, transport entity, online control mobile intensive care nurses and physicians).	The RFP mentions medical direction for mobile intensive care and there is a rate which may be charged by ambulance services for this level of service. Please provide a more detailed explanation regarding who oversees this program, who employs staff, and who bills for services?	Specialty Care Transport Rates are allowed under the current Franchise as described at Appendix 4. Appendix 6 – Submission of Rates has been modified to include SCT. Modification to Specifications Medical Oversight is provided by the System’s (Contracted) Medical Director. The Franchisee

				Also, Appendix 4- Current Ambulance Service Rates		neither employs or bills for services of the Medical Director. Clarification only – No RFP language change required.
54.	Section IV. Clinical Employee Provisions			General Question	How many ALS units and how many BLS units are used in the current system if is operating at full capacity?	In a performance-based agreement, the number of trucks is a Franchisee decision. Clarification only – No RFP language change required.
55.	Section IV. Clinical Employee Provisions	43 & 51	C. Demonstrable Progress Clinical Quality Improvement & Continuing Education Required; 1. Workforce Engagement	The City believes that an experienced, highly skilled, well rested, and satisfied workforce is essential to the provision of high quality EMS services.... Employee’s seniority status, salary, and benefits must be maintained or improved. / “Franchisee will provide a benefit program comparable to the employee’s current program, for all full-time employees”	In order to appropriately evaluate these levels and ability to maintain or improve, please provide detailed information regarding all of these elements or at minimum offer some averages and high-level benefits plans to provide directional assessment?	The City cannot provide the Franchisee’s detailed specific compensation plan. Each Proposer must conduct its own research. We recognize that there are many variations in how a compensation plan can be constructed. The intent is that the Proposer’s plan be <i>reasonably comparable</i> to the existing plan to maintain the incumbent workforce. Clarification only – No RFP language change required.
56.				General Question	What are the current pay rates / salaries for current positions and how have those rates increased since 2018?	See answer to item 55 above. Rate increases during the current term are matters under the

						Franchisee’s control and the City does not have that information. Clarification only – No RFP language change required.
57.	Section IV. Clinical and Employee Provisions	43	C. Demonstrable Progressive Clinical Quality Improvement & Continuing Education Required; 1. Workforce Engagement	General Question	What are employee turnover rates for 2018, 2019, 2020 and 2021 YTD (please list EMT and paramedic separately).	In the most recent reporting period the combined turnover rate for Franchisee’s full time employees was approximately 14% which compares favorably to the American Ambulance Association data. The City does not break down turnover by specific position. Clarification only – No RFP language change required.
58.	Section IV. Clinical and Employee Provisions	45	C. Demonstrable Progressive Clinical Quality Improvement & Continuing Education Required 2. Dedicated Personnel Required & Support for Medical Director and Clinical Research	The Franchisee shall participate in system-wide research initiatives and provide internal staffing support for actions directed by the Medical Director.	Please provide a detailed explanation of what the current “support” is?	The intent of this language is that Franchisee will provide both access to data and personnel to collaborate on future projects. Historically this has involved Franchisee QI staff and other senior personnel attending meetings (e.g. quarterly cardiac arrest improvement project) Clarification only – No RFP language change required.
59.	Section IV. Clinical and Employee Provisions	45	C. Demonstrable Progressive Clinical Quality Improvement &	The Franchisee shall participate in system-wide research initiatives and provide internal staffing	Does that include support for not only the ambulance provider information but for TFR as well?	All system participants (including TFR) are required to be engaged in and support system-wide research efforts.

			Continuing Education Required 2. Dedicated Personnel Required & Support for Medical Director and Clinical Research	support for actions directed by the Medical Director.		Clarification only – No RFP language change required.
60.	Section IV. Clinical and Employee Provisions	45	C. Demonstrable Progressive Clinical Quality Improvement & Continuing Education Required 2. Dedicated Personnel Required & Support for Medical Director and Clinical Research	The Franchisee shall participate in system-wide research initiatives and provide internal staffing support for actions directed by the Medical Director.	What research projects have been done recently and what is planned for the near future?	There has not been significant research conducted in recent years. There are several regional and state research initiatives that should be anticipated over the term. Clarification only – No RFP language change required.
61.	Section IV. Clinical and Employee Provisions	48	G. Minimum Clinical Levels and Staffing Requirements G.1. Ambulance Staffing Requirements	Respond “in accordance with the then current MPDS criteria established by the Medical Director.”	Please provide the MPDS ALS and BLS response criteria by presumptive code, currently in place.	Please refer to V.B.2.a-c for a general description of the MPDS priorities utilized. Clarification only – No RFP language change required.
62.	Section IV. Clinical and Employee Provisions	48	G. Minimum Clinical Levels and Staffing Requirements 2. Personnel Certifications and Training Requirements	All of Franchisee’s ambulance personnel responding to emergency medical requests shall be currently and appropriately credentialed to practice in the State of Alabama.	There is no mention of required certifications such as” PALS, ACLS, PHTLS, etc., what are the current requirements for the paramedics?	Alabama is a National Registry State. There are no specific requirements for PALS, ACLS, PHTLS, etc .although a proposer could offer additional internal training requirements as a way to differentiate its commitment to high clinical standards.

						Clarification only – No RFP language change required.
63.	Section IV. Clinical and Employee Provisions	49	G. Min Minimum Clinical Levels and Staffing Requirements 2. C. Medical Director Required Training	Franchisee shall document that each paramedic and Emergency Medical Technician has satisfactorily completed comparable training adequate to ensure competency in the skills approved by the EMS Medical Director.	What is the required Medical Director training?	Protocol updates and baseline National Registry practical skills are typically required plus any remedial training to mitigate skill deficits identified in the QI process. Clarification only – No RFP language change required.
64.	Section IV. Clinical and Employee Provisions	49	G. Min Minimum Clinical Levels and Staffing Requirements 2. C. Medical Director Required Training	Franchisee shall document that each paramedic and Emergency Medical Technician has satisfactorily completed comparable training adequate to ensure competency in the skills approved by the EMS Medical Director.	Is there a training standard such as capstones, basic-advanced levels, etc.?	See response to item 63. Clarification only – No RFP language change required.
65.	Section IV. Clinical and Employee Provisions	49	G. Min Minimum Clinical Levels and Staffing Requirements 2. C. Medical Director Required Training	Franchisee shall document that each paramedic and Emergency Medical Technician has satisfactorily completed comparable training adequate to ensure competency in the skills approved by the EMS Medical Director.	Is there a Learning Management System (LMS) currently in place? If so, what is the LMS being used and who pays for it?	The learning management system currently utilized is a Franchisee matter and expense. Clarification only – No RFP language change required.
66.	Section IV. Clinical and Employee Provisions	50	G. Min Minimum Clinical Levels and Staffing Requirements	Franchisee shall establish a repetitive stress and critical incident stress action plan.	Please provide the repetitive stress and critical incident plan that is currently in place.	There was not a similar requirement in the previous RFP.

			2. H. Critical Incident Stress Debriefing			The requirement is to establish a plan. Proposer should outline by when such a plan will be operational. Clarification only – No RFP language change required.
67.	Section IV. Clinical and Employee Provisions	51	G. Min Minimum Clinical Levels and Staffing Requirements I. Treatment of Incumbent Workforce	“Franchisee will provide a benefit program comparable to the employee’s current program, for all full-time employees”	Please provide the number of people employed by the current employer (full and part time by EMT or paramedic).	See answer to item 55. Based on the Alabama Certification roster, the Franchisee reports 85 EMT-P and 78 EMTs (including EMT, EMT-I and EMT-A). The individual status related to full and part time is not known. Clarification only – No RFP language change required.
68.	Section IV. Clinical and Employee Provisions	51	G. Min Minimum Clinical Levels and Staffing Requirements I. Treatment of Incumbent Workforce	General Question	Is there a Collective Bargaining Unit representing employees today?	Alabama is a Right to Work state. There is no CBA. Clarification only – No RFP language change required.
69.	Section V. Operations Management Provisions	57	B. Response Time Performance, Reliability & Measurement Methods. 2. Response time Performance a. Potentially Life Threatening...	Franchisee shall place a transport-capable Advanced Life Support ambulance at the scene of each life-threatening emergency request as presumptively determined in accordance with the MPDS...	Which MDPS determinants qualify as a Priority 1 response?	See answer 61 above. Clarification only – No RFP language change required.

70.	Section V. Operations Management Provisions	57 – 59	B. Response Time Performance, Reliability & Measurement Methods B.2.a -B.2.c	<p>“Response time requirements for <i>low call density areas</i> within the City...”</p> <p>“This shall apply to all urgent response requests in all designated <i>high-call density areas</i> of the City.”</p>	Please define “low-call density areas.”	<p>Low Call Density Area means an area in which the City has modified certain requirements herein for ambulance response due to factors such as infrequent requests for assistance, geographic features, and/or ease of access by road.</p> <p>For a graphic illustration please refer to the Map at Appendix 2.</p> <p>Modification to Specifications</p>
71.	Section V. Operations Management Provisions	57 – 59	B. Response Time Performance, Reliability & Measurement Methods B.2.a -B.2.c	<p>“Response time requirements for <i>low call density areas</i> within the City...”</p> <p>“This shall apply to all urgent response requests in all designated <i>high-call density areas</i> of the City.”</p>	Please define “high-call density areas.”	<p>High Call Density Areas means an area of the City not designated as “Low Call Density” herein and for which the City has made no such modification, (i.e. the more rigorous expectations for performance apply).</p> <p>For a graphic illustration please refer to the Map at Appendix 2.</p> <p>Modification to Specifications</p>

72.	Section V. Operations Management Provisions	58	B. Response Time Performance, Reliability & Measurement Methods. 2. B.	Franchisee shall place a transport-capable Advanced Life Support ambulance at the scene of each non-life-threatening emergency request...	Which MPDS determinants qualify as a Priority 2 response?	See answer 61 above. Clarification only – No RFP language change required.
73.	Section V. Operations Management Provisions	58	B. Response Time Performance, Reliability & Measurement Methods. 2. C.	Franchisee shall place a transport-capable Basic Life Support ambulance at the scene of each urgent response request...	Which MPDS determinants qualify as a Priority 3 response?	See answer 61 above. Clarification only – No RFP language change required.
74.	Section V. Operations Management Provisions	60	B. Response Time Performance, Reliability & Measurement Methods. 2. D. 1.	The Franchisee shall place a transport-capable Advanced Life Support or a Basic Life Support ambulance, as presumptively determined in accordance with MPDS...	Which MPDS determinants qualify as a Priority 4 response?	Priority 4 assignments are typically not subject to EMD as they are non-emergency transfer requests made less than 24 hours in advance. Clarification only – No RFP language change required.
75.	Section V. Operations Management Provisions	60	B. Response Time Performance, Reliability & Measurement Methods. 2. D. 2.	For those non-emergency requests made 24 hours in advance, The Franchisee shall place a transport-capable Advanced Life Support or a Basic Life Support ambulance, as presumptively determined in accordance with MPDS...	Which MPDS determinants qualify as a Priority 5 response?	Priority 5 assignments are typically not EMD Scheduled non-emergency transfer requests made 24 hours in advance. Clarification only – No RFP language change required.
76.	Section V. Operations Management Provisions	62	B. Response Time Performance, Reliability & Measurement Methods. 4.	From time-to-time special circumstances may cause changes in call priority classification.	Who is authorized to make an upgrade/downgrade decision?	City Fire Communications staff. Clarification only – No RFP language change required.

77.	Various places within RFP	Example page 67		For example, “the Franchisee may apply retrospectively to the City for an exception to late runs.”	<p>The RFP alternately refers to the Franchisee reporting to the City and the TFR Chief.</p> <p>Is the TFR Chief intended to be the primary oversight of the Franchisee?</p>	<p>While these terms have been used interchangeably. The Fire Chief (or his designee) is responsible for the City’s oversight.</p> <p>These responsibilities are outlined in the definition of Fire Chief in Attachment 1.</p> <p>Clarification only – No RFP language change required.</p>
78.	Various places within RFP	Example page 67		For example, “the Franchisee may apply retrospectively to the City for an exception to late runs.”	Please provide an organization chart outlining the intended hierarchy.	<p>In the City of Tuscaloosa and Northport This generally refers to the office of the Fire Chief. There are several positions involved including an Administrative Chief and EMS Chief. The Fire Chief will formally designate the primary contact for the Franchisee.</p> <p>In the County the Sheriff will designate the primary contact.</p> <p>Clarification only – No RFP language change required.</p>
79.	Section V. Operations Management Provisions	70	C. Response Time Interval Performance Reporting Procedures and Liquidated Damages and	Franchisee shall pay City \$250 liquidated damages each and every time an ambulance is dispatched, and the ambulance crew fails to report and document on-scene time.	What constitutes “report and document” in this case?	When Franchisee personnel fail to make a radio or MDT data report that they have arrived on scene.

			Incentive Provisions C.2 Liquidated Damages...			Clarification only – No RFP language change required.
80.	Section V. Operations Management Provisions	70	C. Response Time Interval Performance Reporting Procedures and Liquidated Damages and Incentive Provisions C.2 Liquidated Damages...	Franchisee shall pay City \$250 liquidated damages each and every time an ambulance is dispatched, and the ambulance crew fails to report and document on-scene time.	Can this be done electronically via the MDT, or must it be verbalized?	See Answer to item 79 above. Clarification only – No RFP language change required.
81.	Section V Operations Management Provisions	70	C. Response Time Interval Performance Reporting Procedures and Liquidated Damages and Incentive Provisions. C.2 Liquidated Damages...	Franchisee shall pay City \$250 liquidated damages each and every time an ambulance is dispatched, and the ambulance crew fails to report and document on-scene time.	Are the liquidated damages only applied to the calls and transports in the City of Tuscaloosa or do they also apply in the County and City of Northport?	Each Jurisdiction may apply their own liquidated damages in accordance with its Franchise and policies. Clarification only – No RFP language change required.
82.	Section V Operations Management Provisions	75	D. Vehicles and Equipment. 4. Equipment	Franchisee agrees that equipment and supply requirements may be changed with the approval of the System Medical Director due to changes in technology. To the maximum extent feasible, all equipment and supplies to be exchanged shall be the same brand or fully interchangeable with those of all parties in the system.	Please provide a list of current durable medical equipment (brand / vendors) used in the system.	Generally consistent with the State of Alabama required equipment. Current monitor defibrillators utilized are LP-15s. A more definitive list to be provided. Vendors are at Franchisee discretion.

						Modification to Specifications
83.	Section V Operations Management Provisions	75	D. Vehicles and Equipment. 4. Equipment	Franchisee agrees that equipment and supply requirements may be changed with the approval of the System Medical Director due to changes in technology. To the maximum extent feasible, all equipment and supplies to be exchanged shall be the same brand or fully interchangeable with those of all parties in the system.	Please provide a list of supplies and/or equipment that are eligible for exchange with the first responders.	A definitive list to be provided. Modification to Specifications
84.	Section V Operations Management Provisions	75	D. Vehicles and Equipment. 4. Equipment	Franchisee shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by Franchisee will meet or exceed the minimum requirements of the State EMS Website. Additional requirements of the System Medical Director may exceed the State minimum equipment list. The Franchisee will restock any patient care item used by First Responders for any patient in accordance with the then current system's medical protocols and including specific brands and/or supplies specific to TFR requirements as approved by the System Medical Director.	Please provide the current system's medical protocols and equipment/supply configurations.	Protocols may be found at https://www.alabamapublichealth.gov/ems/rules-and-protocols.html Franchisee must determine what configurations it will utilize in the performance of its responsibility. It is the City's intent that to the maximum extent possible items utilized will be consistent among providers. Clarification only – No RFP language change required.
85.	Section V Operations	77	E. Communications Management.	Staffing levels shall be such that electronic or telephonic notifications from the City	Please provide the peak number of dispatchers staffed by the	This information is not available to be provided by the City and

	Management Provisions		2. Dispatch Center Staffing	designated public safety dispatch centers are answered or responded to within fifteen (15) seconds.	current provider on a day shift and a night shift.	may be available by local research. An optional tour of the 911 Center is available at 11AM on July 12, 2021. Clarification only – No RFP language change required.
86.	Section V Operations Management Provisions	77	E. Communications Management. 2. Dispatch Center Staffing	Staffing levels shall be such that electronic or telephonic notifications from the City designated public safety dispatch centers are answered or responded to within fifteen (15) seconds	Please provide the total number of employees assigned to their dispatch center.	This information is not available to be provided by the City and may be available by local research. Clarification only – No RFP language change required.
87.	Section V Operations Management Provisions	77	E. Communications Management. 2. Dispatch Center Staffing	Staffing levels shall be such that electronic or telephonic notifications from the City designated public safety dispatch centers are answered or responded to within fifteen (15) seconds.	Please provide the incoming call statistics, by day of week and hour of day, for 2017, 2018 and 2019 for staffing estimate purposes.	This information is not available to be provided by the City. Refer to the number of requests for service previously provided. Clarification only – No RFP language change required.
88.	Section V Operations Management Provisions	77	E. Communications Management. 1. Dispatch Center	Franchisee shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by City's designated Communications Center. As soon as a call is determined to be a medical call and it has determined the address and MPDS	It appears to be the intent that the call-taking workflow will involve the City Communications Center processing all requests for service (Priorities 1 – 5) to include the scheduling of Non-Scheduled and Scheduled Non-Emergency requests (Priorities 4 & 5), is that correct?	The PSAP and City process emergency requests (e.g. P1-5). Non-emergency transfer requests are managed directly by the Franchisee. In Northport and the County, the Franchisee has traditionally

				priority, the City Communications Center will electronically send the assignment to the Franchisee's dispatch center...		<p>handled its own non-emergency transport requests and those transports have not been reported to the jurisdiction. Under this RFP the Franchisee will continue to process the non-emergency requests but since this RFP is an exclusive franchise those transports will be counted and reported to the jurisdictions in the future.</p> <p>Clarification only – No RFP language change required.</p>
89.	Section V Operations Management Provisions	77	E. Communications Management. 1. Dispatch Center	Franchisee shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by City's designated Communications Center. As soon as a call is determined to be a medical call and it has determined the address and MPDS priority, the City Communications Center will electronically send the assignment to the Franchisee's dispatch center...	<p>It appears that the current Franchisee is co-located with the Tuscaloosa County Emergency Communications District.</p> <p>Please provide the formal agreements that describe that relationship including any cost sharing agreements, annual budgets, technology and staffing requirements, and fees associated?</p>	<p>The Current Franchisee has separately contracted with the County 911 center. The City is not a party to that Agreement.</p> <p>The agreement is for approximately 1400 square feet, Center provides insurance, Franchisee provides furniture and its own equipment. Including utilities, the cost is approximately \$60,000 annually. The Agreement terminates at the end of the Franchise. Information available is that Center will offer similar terms to next Franchisee.</p> <p>Additional information and a copy of the current Agreement will be available at the pre-</p>

						<p>proposer conference and will become a part of Appendix 8.</p> <p>Modification to Specifications</p>
90.	Section V Operations Management Provisions	77	E. Communications Management. 1. Dispatch Center	Franchisee shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by City's designated Communications Center. As soon as a call is determined to be a medical call and it has determined the address and MPDS priority, the City Communications Center will electronically send the assignment to the Franchisee's dispatch center...	<p>It appears that the current Franchisee is co-located with the Tuscaloosa County Emergency Communications District.</p> <p>Are all members of this district on the same radio platform? If so or if not, what is the radio system used by the current Franchisee, the City and the TFR?</p>	<p>The Current Franchisee has separately contracted with the County 911 center. The City is not a party to that Agreement.</p> <p>No, Different systems are utilized. Current Franchisee uses push to talk First Net and the City operates a 700 Mhz radio system.</p> <p>In the County the Franchisee utilizes a UHF radio (mobile or handheld) to communicate with Volunteer Fire First Responders</p> <p>Clarification only – No RFP language change required.</p>
91.	Section V Operations Management Provisions	77	E. Communications Management. 1. Dispatch Center	Franchisee shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by City's designated Communications Center. As soon as a call is determined to be a medical call and it has determined the address and MPDS priority, the City Communications Center will electronically send the	<p>What agreements are in place for sharing tower space?</p> <p>What are the annual fees associated with this?</p>	<p>City does not currently share space.</p> <p>Clarification only – No RFP language change required.</p>

				assignment to the Franchisee's dispatch center...		
92.	Section V Operations Management Provisions	77	E. Communications Management. 1. Dispatch Center	Franchisee shall provide a dispatch center and maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by City's designated Communications Center. As soon as a call is determined to be a medical call and it has determined the address and MPDS priority, the City Communications Center will electronically send the assignment to the Franchisee's dispatch center...	It appears that the City's communication center will serve as the PSAP processing emergency medical calls. Is there an expectation that the Franchisee's communications center have 911 trunking capabilities?	The Call flow is Consolidated PSAP for EMD/sent to City Fire Communications for notification of Franchisee. While there is no requirement for Franchisee to co-locate with the PSAP, since the Franchisee serves as the secondary answer point and provides EMD for the County and Northport. Franchisee communication center location to be determined by Franchisee within the geographic confines of Tuscaloosa County. Clarification only – No RFP language change required.
93.	Section V Operations Management Provisions	77	E. Communications Management. 1. Dispatch Center	Franchisee shall establish a dispatch radio communications system including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of said system, which will enable Franchisee to effectively dispatch ambulance units throughout all areas of the City. Franchisee shall be capable of receiving and replying to such requests for emergency ambulance services by voice or data linkage.	Is there an expectation of radio inter-operability between the franchisee and city departments?	No, under the RFP there is no requirement for full interoperability. Proposer could offer (at its expense) an upgraded interoperable radio system to differentiate its proposal. Clarification only – No RFP language change required.

94.	Section V Operations Management Provisions	77	E. Communications Management. 1. Dispatch Center	General Question	It appears that the current provider's dispatch center is inside the Tuscaloosa 911 / EMA Operations Center. If another Franchisee is selected, will the current Franchisee be allowed to remain the Tuscaloosa 911 Center?	See response to item 89. Clarification only – No RFP language change required.
95.	Section V Operations Management Provisions	78	E. Communications Management. 5. Ambulance Communication Equipment b. iii.	Franchisee shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable City or System Medical Director rules and operating procedures.	Please provide the applicable City and Medical Director rules and procedures for review.	This generally refers to reporting patient care information to receiving hospitals and will be collaboratively developed between the Franchisee and the Medical Director. Clarification only – No RFP language change required.
96.	Section V Operations Management Provisions	78	E. Communications Management. 5. Ambulance Communication Equipment b. ii.	Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel actually providing patient care are able to directly communicate with base or receiving hospital staff about the patient.	What radio system is currently used by the base and receiving hospitals?	Telephone is primary means and State HEAR system is typically used as a backup. Clarification only – No RFP language change required.
97.	Section V Operations Management Provisions	79	F. Data and Reporting requirements. 2. Essential Patient Care Record (PCR) and Assignment Data	Franchisee shall, at its expense, utilize First Watch to independently monitor response intervals and to facilitate real time and retrospective analysis of Franchisee's response capabilities and performance. Upon request, Franchisee shall also make First Watch services available to City to	Please provide the current configurations and triggers used in First Watch.	This is a new requirement under this RFP and will be collaboratively developed between the City and Franchisee prior to start-up to facilitate ease of performance reporting.

				monitor TFR response units at the actual cost to the Franchisee.		Clarification only – No RFP language change required.
98.	Section V Operations Management Provisions	79	F. Data and Reporting requirements. 2. Essential Patient Care Record (PCR) and Assignment Data	Franchisee shall utilize the Alabama Department of Public Health; Region 4 approved patient care report (PCR), for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transport. The PCR shall be accurately completed to include all information required by established EMS Policies and Procedures.	What is the ePCR vendor used by the current provider and TFR?	Current Franchisee is using Trauma Soft software. TFR is currently using Emergency Reporting System (ERS) All providers are mandated to use a ePCR approved by the State. Clarification only – No RFP language change required.
99.	Section V Operations Management Provisions	79	F. Data and Reporting requirements. 2. Essential Patient Care Record (PCR) and Assignment Data	Franchisee shall utilize the Alabama Department of Public Health; Region 4 approved patient care report (PCR), for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transport. The PCR shall be accurately completed to include all information required by established EMS Policies and Procedures.	What is the number of ePCR laptops deployed in the system?	This information is specific to the Franchisee and is unavailable to the City. Clarification only – No RFP language change required.
100.	Section V Operations Management Provisions	79	F. Data and Reporting requirements. 2. Essential Patient Care Record (PCR)	Franchisee shall utilize the Alabama Department of Public Health; Region 4 approved patient care report (PCR), for patient documentation on all EMS system responses including patient contacts, cancelled calls,	Who manages the ePCR server / data?	Currently the ePCR server is managed by the Franchisee. City has access to data on a case to case base and the key response data elements are available through First Watch.

			and Assignment Data	and non-transport. The PCR shall be accurately completed to include all information required by established EMS Policies and Procedures.		Clarification only – No RFP language change required.
101.	Section V Operations Management Provisions	79	F. Data and Reporting requirements. 2. Essential Patient Care Record (PCR) and Assignment Data	Franchisee shall utilize the Alabama Department of Public Health; Region 4 approved patient care report (PCR), for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transport. The PCR shall be accurately completed to include all information required by established EMS Policies and Procedures.	What are Franchisee’s requirements related to ePCR data for North Port FD?	See answer to item 98. All providers are mandated to use an approved Region 4 ePCR. Clarification only – No RFP language change required.
102.	Section V Operations Management Provisions	81	F. Data and Reporting Requirements 4. Monthly Reports Required D. Response Time Statistical Data	Within 10 working days following the last day of each month, Franchisee shall provide ambulance response time records to TFR Chief in computer readable format approved by the TFR Chief and suitable for statistical analysis for all ambulance responses originating from requests to the City’s PSAP center and emergency requests within the City from Franchisee Center or other sources. Said records shall include the following data elements:	Please provide the ambulance response time records for each month of 2019 with the following data points (for the city and county of Tuscaloosa, and the city of Northport): a. unit identifier b. location of call – street address c. location of call – City d. location of call – GPS map coordinates e. nature of call (EMD Determinant) Priority f. type of unit assigned to respond (ALS/BLS) g. unit response code to scene h. time call received i. time call dispatched j. time unit en route	City understands that data is vital to any proposer to be able to prepare a realistic proposal. City will not attempt to determine what data is most important to any proposer and believes proposers must have as much flexibility in analyzing data as possible. Therefore, to give proposers as much control over data analysis as possible, City will provide historic response and transport data in the form of a <i>Microsoft Access</i> ® compatible data table. The data will be provided on electronic media to potential proposers who attend the <i>Mandatory Pre-bid Conference</i> on July 12, 2021

					k. time unit on-scene l. time unit en route to hospital m. time unit at hospital n. time unit clear and available for next call o. outcome (dry run, transport) p. receiving hospital q. code to hospital	Since data provided may be considered confidential and protected under federal privacy regulations, the data will <i>only</i> be provided to prospective proposers who are seriously intent on submitting a proposal to City as part of this procurement process. Proposers will be required to sign appropriate confidentiality statements and/or business associate agreements stating that they will protect all protected information as if it were their own, and that they will return all data provided as a part their procurement submissions. Data <i>will not</i> be provided to any entity or individual refusing to sign these, or any further conditions that may be in effect at the time of the <i>Mandatory Pre-bid Conference</i> . Data information provided will be referenced as Appendix 8C Modification to Specifications
103.	Section V Operations Management Provisions	87	M. Mutual Aid and Stand-by Services 1. Mutual Aid Services	Franchisee shall develop mutual aid relationships with other regional ambulance providers to facilitate a coordinated response. Any such mutual aid agreement shall be approved by the City Fire Chief.	Please provide the current mutual aid agreements for review.	Current Franchisee mutual aid agreements are not currently maintained by the City. Hence the requirement for approval by the Fire Chief.

						<p>Mutual aid in this context means services exchanged with an equity of volumes. There have been instances where other jurisdictions with mutual aid agreements with the Provider have called TFR to provide those services outside the City when the provider is unavailable.</p> <p>It is the City’s intent that any aid provided is mutual and that if not that TFR be reimbursed for providing those services. TFR will not provide non-emergency mutual aid services.</p> <p>Clarification only – No RFP language change required.</p>
104.	Section V Operations Management Provisions	87	M. Mutual Aid and Stand-by Services 2. Standby Service	Franchisee shall provide, at no charge to City or requesting agency, stand-by services at the scene of an emergency incident where there may be an imminent life threat within its emergency response area upon request of a public safety agency. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by.	What was the actual or estimated volume of standby services in 2017, 2018 and 2019?	<p>The City does not the actual number of in-service standby requests. Based on Franchisee information it is 41 for 2017; 39 for 2018; and 18 in 2019.</p> <p>Clarification only – No RFP language change required.</p>
105.	Section V Operations Management Provisions	87	M. Mutual Aid and Stand-by Services 3. Request for Assistance	Franchisee shall, to the best of its ability without prejudicing emergency coverage requirements, support the City in providing	What is the estimated annual volume of major public event standby services?	<p>The City does not have the the actual number of in-service standby requests.</p>

				standby services to major public events.		Clarification only – No RFP language change required.
106.	Section V Operations Management Provisions	87	M. Mutual Aid and Stand-by Services 3. Request for Assistance	Franchisee shall, to the best of its ability without prejudicing emergency coverage requirements, support the City in providing standby services to major public events.	Is the Franchisee allowed to recoup the costs associated with providing these services?	Franchisee may bill for any transports associated with any public event. Since this is a best of its ability request, it is not anticipated that separate fees for these infrequent public events. (e.g Arts Festival, Mayor’s 5k run) Clarification only – No RFP language change required.
107.	Section V Operations Management Provisions	87	M. Mutual Aid and Stand-by Services 3. Request for Assistance	Franchisee shall, to the best of its ability without prejudicing emergency coverage requirements, support the City in providing standby services to major public events.	Is there compensation for standby services and if so what is the current rate?	If there is a request for dedicated standby coverage, (e.g. High School) Football games Franchisee is free to negotiate an hourly rate for the provision of that dedicated coverage at such events in addition to any transport fees resulting from the dedicated stand by. Clarification only – No RFP language change required.
108.	Section V Operations Management Provisions	87	M. Mutual Aid and Stand-by Services 3. Request for Assistance	Franchisee shall, to the best of its ability without prejudicing emergency coverage requirements, support the City in providing standby services to major public events.	Is the Franchisee required to deploy additional services?	Since this is a best efforts provision Franchisee is not required to deploy additional resources. Clarification only – No RFP language change required.

109.	Section VI. Regulatory Compliance and Financial Provision	91	E. Billing System Professionalism and Regulatory Compliance	Franchisee shall conduct all billing and collection data collection functions for the EMS system...	The City offers the Franchisee the ability to outsource dispatch services. Will the City allow the outsource of billing and collection services?	The determination of how Franchisee will conduct billing and collection services (in-house or outsource) is entirely a franchisee decision. Clarification only – No RFP language change required.
110.				General Question	What are the collection rates by payor for each year (2018 – current)?	See the answer to Item 42. Clarification only – No RFP language change required.
111.	Section VI. Regulatory Compliance and Financial Provision	93	G. Accounting Procedures. 2. Audits and Inspections	On an annual basis, the Franchisee shall provide City with audited financial statement by certified public accountants for Franchisee’s ambulance operations.....	Is this requiring that Franchisee have the operation performing services for the City to be audited annually or is it sufficient to provide the annual audit of the parent company, including the Franchisee operation and also provide the internal financial records for the Franchisee?	During the term of the agreement, it is the City’s preference audited statements for the Franchised entity be utilized. If consolidated audited statements are utilized then separate balance sheets and income statements for the local operation subject to representations by the auditor. Key elements presented in those statements to be approved by the City. A sample Format is included at Appendix 8A. Distributed at Pre-Proposer Conference. Modification to Specifications

112.	Appendix 2	1	Map of City	City of Tuscaloosa Response Area high call density is red and low call density is tan.	Please define what high and low call density is.	See Answer to item 70. Clarification only – No RFP language change required.
113.	Appendix 3	2	6.	This franchise carries with it the exclusive right, authority, privilege, consent, and franchise to use the streets, avenues and public ways of the City of Tuscaloosa, Alabama, for the purpose of operating ambulances and engaging in the business of ambulance transportation. No other private entity may engage in the business for which this franchise is granted.	Are all entities and individuals in the City compelled to use the Franchisee for inner-City ambulance transports?	See answer to item 4. Clarification only – No RFP language change required.
114.	Appendix 3	2	6.	This franchise carries with it the exclusive right, authority, privilege, consent, and franchise to use the streets, avenues and public ways of the City of Tuscaloosa, Alabama, for the purpose of operating ambulances and engaging in the business of ambulance transportation. No other private entity may engage in the business for which this franchise is granted.	What is the enforcement mechanism of this ordinance?	This has historically not been an issue. The City has the full range of civil and criminal enforcement mechanisms to enforce its awarded Franchises. Clarification only – No RFP language change required.

115.	Appendix 4	1	Rate Table	Rate Table	<p>It appears that these rates were approved in 2018.</p> <p>Is that accurate and therefore these rates are assumed to be in place today as provided or have they been inflated by CPI or other means in the last 3 years?</p>	<p>The current Franchise allows an annual increase as requested by the Franchisee. 2018 was the last request for a fee adjustment presented to the City.</p> <p>Clarification only – No RFP language change required.</p>
116.	Northport RFP	7			<p>Should Priority 5 have a 30 min requirement similar to the County and City of Tuscaloosa's?</p>	<p>This was a typo. Northport Reference 12 - Figure 1 Priority 5 is changed to 30 minutes 0 Seconds.</p> <p>Modification to Specifications</p>

Questions # 117-132 were Submitted by Lifeguard Ambulance on 6.28.21						
Question #	Section/Subsection Title	Page	Section/Paragraph	Topic/Specific RFP Language	Question	Response /Answer
117. (LG#1)	Section I. System Design Summary	14	Section II-H	Question Re Format	Can the City please clarify the preferred order and structure of the Mandatory Table of Contents for responses?	The reference to format outlined p.26-28 is to establish qualifications and is to be placed as the first tab of the attachments. The format on p.31 for the proposal contemplates a cover letter and is the format for the actual proposal. Pricing is to be in a separate envelope. Clarification only – No RFP language change required.
118. LG#2		11		Due Date	Can the City clarify the actual deadline for proposal submission and opening?	This was a typo. Proposals are due September 30, 2021 Modification to Specifications
119. (LG3)		7		Franchise Fee	Can the City provide the annual franchise fee paid by the current provider for the previous five years?	Distributed at Preproposal Conference and added at Appendix 8D. Modification to Specifications
120. (LG4)					Can the City provide the payor mix for the previous two-year period?	See answer to item 41. Clarification only – No RFP language change required.
121. (LG5)					Can the City provide the average transport mileage for the previous two-year period?	See response to item 45 Clarification only – No RFP language change required.

122. (LG6)				Are the number of responses / transports provided in the RFP E-911 only or do they include non-emergency transfers as well?	For the City of Tuscaloosa – inclusive of both. In Northport and the County the volumes do not include non-emergency transfers. Clarification only – No RFP language change required.
123. (LG-8)				Can the City provide a breakdown of how many calls fall into each Priority zone for the previous two-year period?	Approximately 150 requests were in the low-density zone during the past two years. Clarification only – No RFP language change required.
124. (LG-9)				What CAD system is currently in use today?	See response to item 20 above. Clarification only – No RFP language change required.
125. LG-10		56		Would a Quick Response Vehicles (QRVs) staffed at the paramedic level stop the clock during an ALS response?	QRV's do not stop the Franchisee's clock A pilot program using an ALS QRV in tandem with a BLS transport unit may be proposed/considered during the term to evaluate its effectiveness. Clarification only – No RFP language change required.
126. LG11		6		Would the city be open to dispatching the units vs sending the information to the Franchisee's dispatch	The City (Northport and County) require the Franchisee to maintain a communications center to dispatch Non-

					center?	emergency assignments. Governmental units do not desire to dispatch Franchisee units. Clarification only – No RFP language change required.
127. LG12					Are there any response time requirements in the current agreement? If so, are they being met?	Yes, P.1,2, 3 have consistently been met over the life of the Franchise. P4/5 transfer times have been more problematic – but at times beyond Franchisee control. New Exemption language was added in this RFP to address “wall time.” Clarification only – No RFP language change required.
128. LG13					Does the current provider currently deploy a mix of ALS and BLS units? If so, what is the current deployment of each by time of day and day of week (number of ALS units in service by day of week/time of day and number of BLS units in service by day of week/time of day)?	Yes, Specific scheduling of mix of shifts are Franchisee matter and the City cannot provide that data. Clarification only – No RFP language change required.
129. LG14		2			On RFP page 2, it states “the City intends for the Franchisee to be the sole Authorized provider of Emergency, Urgent and Non-Emergency Ambulance Services in the	All transports originating in the City are subject to the City’s Franchise, including transfers originating at DCH.

					designated areas covered by this Request for Proposals.” Will this include hospital transfers (DCH)?	Clarification only – No RFP language change required.
130. LG15		49			Are the calls transferred to the franchisee for EMD or is this a service the local dispatch center provides?	For the City of Tuscaloosa, EMD is provided by the County PSAP. For The City of Northport and the County the Franchisee provides EMD. Clarification only – No RFP language change required.
131. LG16		61			Given the potential for an insufficient number of calls in the low density zone, are liquidated damages carried over month to month or reset after 50 calls have been achieved?	Any Liquidated Damages that may be imposed by the City in the low density zone will be for the consolidated reporting period (the total number of months until 50 calls are reached and not for individual months within the consolidated reporting period. Once the consolidated months are considered then the number of calls and potential penalties would reset. Clarification only – No RFP language change required.
132. LG17		67			Would extended wall times at the hospital be considered an exception?	As noted at VB7b on page 65-66, Excessive Ambulance Patient Offload Delays (APOD) sometimes referred to as “wall

						time” are grounds for an exception. Clarification only – No RFP language change required.
133. LG18					Is there a maximum mileage cap for vehicles?	Language modified at D1 p.74 to reflect the Maximum Mileage is 300,000 miles. Modification to Specifications
				Questions # 133-163 were Submitted by NorthStar EMS on 6.28.21		
Question #	Section/Subsection Title	Page	Section/Paragraph	Topic/Specific RFP Language	Question	Response /Answer
134. (NS-1)	Section I. System Design Summary	1			What is a receiving facility interface?	The reference is to developing a collaborative relationship with the receiving facility Clarification only – No RFP language change required.
135. (NS 2)		2			What will be the criteria for determining a one-year or two-year extension? Is it possible to receive a one-year extension from one municipality under this RFP and a two-year extension from another?	Excellent performance as judged by the Jurisdiction. While it is theoretically possible it is unlikely as the jurisdictions recognize the best opportunity for system development is to cooperate.

						Clarification only – No RFP language change required.
136. (NS-3)		3			<p>Who is allowed to call for mutual aid?</p> <p>Can the contracted ambulance provide initiate a mutual aid call for emergency and/or nonemergency transports or will this have to be cleared with the city first?</p> <p>If an out of Tuscaloosa County ambulance service transports a patient to a Tuscaloosa hospital or doctor's office, can the franchisee alert the out of county ambulance service to return their citizen to the call originating county?</p>	<p>Any entity that has a mutual aid agreement approved by the Franchise jurisdiction may request mutual aid. All such agreements between the Franchisee and other entities have to be approved by the respective unit of government. For example, The City of Tuscaloosa does not intend to use its transport resources outside the City on behalf of any Franchised provider without compensation.</p> <p>Clarification only – No RFP language change required.</p>
137. (NS-4)		5			<p>How will calls sent to the contractor with a missing, incorrect, or invalid EMS MPDS response determinant be adjudicated?</p>	<p>The language of the first paragraph this section is modified to indicate that for the City of Tuscaloosa, the MPDS Priority will be provided by the SECONDARY PSAP (City Fire Communications).</p> <p>Modification to Specifications</p> <p>Should the City fail to provide a priority, a request for exemption can be requested by the Franchisee. Should the MPDS code be incorrect, or the center fail to provide pre-arrival</p>

						instructions this would not necessarily result in an exception for the Franchisee but should be addressed by a QI process.
138. (NS-5)					Will the franchisee be allowed to cancel any and all first responders including TFR when they arrive on the scene first and conclude that they will not require any assistance?	Generally, the Franchisee should be able to cancel additional responding units. However, The City makes the final decision of when its units respond, and any City cancellation should not impact the Franchisee metrics. Clarification only – No RFP language change required.
139. (NS-6)		5			Will the franchisee be permitted to send BLS units on calls that have a police or fire Pro QA determinant code indicating a BLS response?	Franchisee response should be based on the priority assigned. Clarification only – No RFP language change required.
140. (NS-7)		6			Can you please clarify the calculation this RFP's municipalities will use to determine 90%? When the RFP says, "all service requests" does this mean the sum total of all call types (priorities) or 90% in each call type category?	Each category that has a required % compliance factor that must be achieved independent of other type call categories. Clarification only – No RFP language change required.
141. (NS-8)		6 ?	Unable to determine what this referenced – Perhaps B1.16 @ p35		Will the requirement for ACE accreditation be removed if call taking responsibilities are removed or transferred from the franchisee?	City does not require ACE. Northport and County the requirement for ACE remains. Clarification only – No RFP language change required.
142. (NS-9)		7			Does the City, the County and the City of Northport all expect access to a Bariatric ambulance in each of the service areas (3 bariatric	No, a single unit bariatric available to respond in a timely fashion within the immediate area is sufficient.

					ambulances?)	Clarification only – No RFP language change required.
143. NS10		7			<p>Would the City consider a franchise fee 1% of net reimbursed ambulance fees?</p> <p>Does Tuscaloosa County and City of Northport expect franchise fees to apply to 9-1-1 calls only?</p>	<p>See response to item #34.</p> <p>All jurisdictions expect Franchisee fees to be paid on all billable transports.</p> <p>Clarification only – No RFP language change required.</p>
144. NS11		8			<p>Since there are no response time requirements/penalties for police jurisdictions, will the city expect franchise liquidated damages for these calls?</p> <p>Will the County's franchise fees include liquidated damages for police jurisdiction calls?</p>	<p>The City will not apply liquidated damages in the police jurisdictions.</p> <p>Since the Police Jurisdictions are within the County and are subject to those response time requirements, they would be subject to liquidated damages as the County applies them.</p> <p>Clarification only – No RFP language change required.</p>
145. NS12		11			Does the due date clarification affect any other dates.	<p>Proposals are due September 30, 2021. No other dates are affected or changed.</p> <p>Modification to Specifications</p>

146. NS13		18			Requires audited financial statements for the last three years. There is not enough time to complete audited financial statements. Will the City consider "reviewed" statements?	See Answer to item 50 above. Clarification only – No RFP language change required.
147. NS14		20			What type of evidence would the city like to see as demonstrating expertise in documenting medical care?	This item references documentation of care. Providing a summary of documentation training provided and QI processes to address documentation errors is sufficient. Clarification only – No RFP language change required.
148. NS15		32			If it is the responsibility of the city to provide or contract for services to ensure the availability of PSAP and MPDS services, does the City intend to update their current PSAP and or MPDS? If so, must they now provide MPDS and the PSAP equipment? If these items are in place, will the franchisee have access to the system as part of the franchise	The County will maintain the current version of MPDS as approved by the Medical Director. It is the franchisee's responsibility to provide and maintain an electronic interface to receive assignments at its expense as noted at page 5 D.1. Clarification only – No RFP language change required.

					fee?	
149. NS16		34			2.3 is listed twice.	This is a typo and the second entry may be ignored. Clarification only – No RFP language change required.
150. NS17		43			Is it possible for the RFP to stipulate potential providers' outreach to employees occur after the intent to award the contract's notification?	Proposers need an opportunity to conduct research and determine potential suitability of making employment offers and obtaining other information to prepare a proposal. While we expect that all proposers will be respectful of the incumbent's workforce & relationships, we cannot restrict contact until after an award. Options for how this can best be handled will be discussed at the Pre-proposer conference. Clarification only – No RFP language change required.
151. NS18		43			There is a requirement for publishing the ambulance contact information. Will an online directory suffice?	Prominently listing the contact information on the organization's website will suffice. Clarification only – No RFP language change required.

152. NS19		50		Disaster Plan Training	Please provide the disaster plan(s) for all RFP covered response areas.	Not necessary for the RFP response. The intent is that the successful Proposer will collaboratively work with jurisdictions and develop an integrated plan that meets ICS requirements. Clarification only – No RFP language change required.
153. NS20		52			Bi-annual background checks will be overly burdensome. Is it possible for the requirement to change to "upon hire" and "for cause"?	No, Biannual reviews are designed to ensure that the Franchisee is aware of a caregiver's potential criminal behavior to determine employment suitability. Clarification only – No RFP language change required.
154. NS21		61			Please provide a response zone map showing all response zones including low density zones.	See Appendix 2. A more detailed map, explanations and Shape files provided via electronic media at the pre-proposer conference. Referenced as Appendix 8C. Modification to Specifications
155. NS22		61			Please explain the methodology for determining the call threshold of 50 calls for determining compliance. Please clarify the efficacy and financial feasibility for the 50-call threshold in low density	The City's intent is to provide equitable responses throughout the jurisdiction. Recognizing the difficulty of achieving performance in more distant areas where call volume occurs. Hence the aggregation of volume until 50 requests occur.

					<p>zones.</p> <p>Would the City consider a larger number threshold to give any franchisee compliance capability?</p>	<p>No per minute liquidated damages will be applied in low density zones</p> <p>Modification to Specifications</p>
156. NS23		65			<p>Please define “exemption, exception and exclusion”.</p> <p>If an incident is “exempted”, does it not still count toward the total number of calls?</p> <p>If an incident I considered an “exception”, or an “exclusion” are these counted in the total number of calls?</p> <p>The attached quote seems to only define “exceptions”. Does the City of Tuscaloosa, City of Northport and Tuscaloosa County believe it is appropriate to “exempt” a call from response time compliance depending on certain criteria but include the incident in the overall monthly compliance count?</p>	<p>While these terms are often used interchangeably. To clarify – “exceptions” for compliance measurement occur anytime a response time requirement is unmet. Franchisee may request an “exemption” for good cause as outlined at VB7.</p> <p>If an exemption is granted, then that call is removed from the call count.</p> <p>Modification to Specifications</p>
157. NS24		66			<p>The RFP offers examples of tornado and flood as an exemption. Would the City consider also exempting other weather events, i.e., heavy rains, flooding, road closures that impede safe ambulance travel?</p>	<p>Item VB7d.ii. lists these as examples. The operative language is: “such that response time compliance is either impossible or could be achieved only at a greater</p>

					<p>risk to EMS personnel and the public than would result from delayed response.”</p> <p>Section F on p. 68 further clarifies: The City will review each exception request and make a decision for approval or denial and shall advise Franchisee of its decision. This decision shall be final.</p> <p>Clarification only – No RFP language change required.</p>
158. NS25		69			<p>Please provide a copy of the city approved patient care report.</p> <p>Region IV required e-PCR</p> <p>Clarification only – No RFP language change required.</p>
159. NS26		70			<p>Please explain the municipalities’ rationale for determining an increase in the "estimate of the damages to the City".</p> <p>Previous damage amounts were developed 11 years ago. Performance is reinforced by damages and incentives as outlined in this RFP. It is anticipated for this RFP that the successful Proposer will perform above standard and liquidated damages will rarely be assessed.</p> <p>Clarification only – No RFP language change required.</p>
160. NS27		71			<p>Do all municipalities damages mirror Tuscaloosa.</p> <p>Is breach of contract</p> <p>Except as noted in the Northport and County RFPs.</p> <p>Each municipality will issue separate franchises and any</p>

					<p>considered by each municipality, i.e., If considered in breach in one area, is the franchisee in breach just that municipality or for all municipal contracts under this RFP?</p> <p>Are the fees paid for late call in each municipality paid to that municipality?</p> <p>If the franchisee is compliant for all call priority 2-5 in all zones but is non-compliant for Priority 1 (89.9%) what liquidated damages will be charged by each municipality under this RFP?</p>	<p>breach would be for that municipality.</p> <p>Fees paid for late calls are assessed by paid to the individual municipality assessing the damages.</p> <p>All priority types have individual penalties that apply if the Franchisee is non-compliant.</p> <p>In the scenario described \$10,000 would be due per C.2.c at page 58.</p> <p>In recognition the response times as a single measure of performance, the City may provide relief from liquidated damages for superior clinical performance.</p> <p>Should the Contractor provide clinical performance above the base standards or key Clinical Performance Indicators approved by the Medical Director and reported on its Scorecard, the City may, at its option, reduce up to a maximum of 50% of the total</p>
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					<p>amount of liquidated damages imposed if the Contractor fails to comply with the response time requirements for each priority level (1, 2, and 3) in the City based on the percentage of compliance for each priority and zone according to the schedule herein.</p> <p>The specific measures in the Sample provided at Appendix 7 are to be agreed by the parties prior to startup date for this provision and will not become operative until approved by the Medical Director. <u>They</u> may be modified during the term by the Medical Director consistent with EMS best practices.</p> <p>The jurisdictions rationale is that we want the Franchisee to minimize longer non-complaint responses and gives the option for reduction of response time penalties for superior performance.</p> <p>The City's goal is to ensure a high-performance EMS system is in place. This represents a system that has high expectations for Contractor performance rather than one that provides for liquidated damages as a normal part of</p>
				<p>If the RFP allows 10 of 100 responses to be considered late but within compliance (90%) why will the city be charging liquidated damages on those 10 calls (5.00 per minute or as stipulated by the County and City of Northport RFP documents)</p>	

						<p>operations. It is anticipated for this RFP that the successful Proposer will perform above standard and liquidated damages will rarely be assessed.</p> <p>Modification to Specifications</p>
161. NS28	V.D.1	74			<p>Is it possible for the incumbent to continue replacing ambulances as currently approved.</p>	<p>To ensure a level playing field and not create an advantage or disadvantage to any proposer, the base mileage needed to established.</p> <p>The second paragraph is replaced with the following:</p> <p>Franchisee shall use an Ambulance type and design most suited to its operation in the City, units are to be similarly, configured with the capability to carry all supplies necessary to function in accordance with EMS System Policies, Protocols and Procedures.</p> <p>It is recommended that ambulances utilize hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients and EMT/paramedics.</p> <p>The use of Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and GPS mapping technology is required.</p>

						<p>The Franchisee’s AVL system must at a minimum provide live feed screen showing unit locations at City fire communications center at its expense.</p> <p>Ambulances shall be limited to a maximum mileage of 300,000 miles. No more than 25% of the ambulance fleet shall have over 125,000 miles at the start of the Franchise term. For any used vehicles proposed at the initiation of the Franchise, list of all vehicles detailing make, model, age, and maintenance records must be provided to City four weeks before the term begins.</p> <p>Modification to Specifications</p>
162. NS29		78		Re: Dispatch Center location	What is considered a “reasonable proximity” to the city?	<p>Within the geographic confines of Tuscaloosa County.</p> <p>Clarification only – No RFP language change required.</p>
163. NS30		85			Can the proposers receive a copy of City's EMS Prevention Program?	<p>See answer</p> <p>Clarification only – No RFP language change required.</p>

				Questions # 164-176 were Submitted by Priority Ambulance on 6.28.21		
Question #	Section/Subsection Title	Page	Section/Paragraph	Topic/Specific RFP Language	Question	Response /Answer
164. (PA-1)				Response time and demand data	Can City provide response data	See response to item 102 above. Clarification only – No RFP language change required.
165. (PA-2)		5			Please describe Dispatch process	See response to item 137 above. For all jurisdictions, initial 911 call reception is at County consolidated 911 center. City of Tuscaloosa notifies the Franchisee with and address and Priority. Northport and County transfer the caller to Franchisee located in the Consolidated Center to provide EMD. Additional information will be provided at the Pre-Proposer Conference. Clarification only – No RFP language change required.
166. (PA-3)		5			What CAD does the Fire Communications Center currently operate? What CAD does the primary PSAP operate?	County 911 and City Fire both use Spillman CAD. Current Franchisee uses Trauma Soft CAD

167. (PA-4)		7			Is there a regular process to evaluate whether the 1% of the gross charges which is a variable rate is an accurate calculation of fair market value for the services that the city provides?	Yes, it is a City responsibility Franchise Fees will not exceed 1% Clarification only – No RFP language change required.
168. (PA-5)		12			Due date question	See answer 145 above.
169. (PA-6)		14			To clarify, proposers should submitted three separate binders for proposal response, exhibits/appendices and minimum qualifications? Should the digital submission follow this format as well?	Each Jurisdiction is receiving a response to response to their RFP. As outlined in the County and Northport RFP – Proposal Response submission may consist of the Providers response to the City’s RFP with any modifications that are specific to County/Northport summarized in an Appendix using the same format as utilized herein (e.g. the section number, page number and explanation of how the County/Northport proposal is different from the City Proposal provided.) Additional information about the submission will be provided at the Pre-proposer Conference.

						Clarification only – No RFP language change required.
170. (PA-7)		28			What cardiac monitors does the Tuscaloosa Fire Department currently use on ALS engines? Are ALS engines currently equipped with LUCAS chest compression devices or similar? Will the Fire Department provide a supply list for supplies that the contractor would be responsible for resupply/replacements?	<p>City Uses Physio-Control LP-15, TFR uses Lucas devices, but this equipment is <u>not</u> a Franchisee requirement.</p> <p>City would prefer that LP devices be similarly configured to TFR (e.g. capnography)</p> <p>See response to item 84 related to list to be provided.</p> <p>Clarification only – No RFP language change required.</p>
171. (PA-8)		70	Liquidated Damages		Will each geographic zones be measured in each Priority category?	<p>Performance is required for each priority in each zone. The most critical requests (life threatening and non-life threatening) have the highest damages while the other priorities are quite modest.</p> <p>The City of Tuscaloosa measures each of its two zones independently. Note the specific provisions related to low density zones (aggregated over time with a single penalty for the aggregated period)</p> <p>The City of Northport measures a Citywide zone.</p>

						<p>The County measures a countywide zone, with significantly longer response times and lower (80%) compliance requirements.</p> <p>Clarification only – No RFP language change required.</p>
173. PA10		77			<p>Is there space within the Tuscaloosa County 911 Center to co-locate ambulance service dispatch or is it anticipated that the contractor dispatch center will be located separately? If so, how many stations would be able to be supported? Does the current contractor operate a separate communications center offsite?</p>	<p>See response to item 89.</p> <p>Clarification only – No RFP language change required.</p>
173. PA11		77			<p>What radio equipment is currently being used/will interface with the Tuscaloosa County 911 Center?</p>	<p>Not a City requirement.</p> <p>Clarification only – No RFP language change required.</p>
174. PA12		80			<p>Is the clinical scorecard currently being used?</p>	<p>No, This was a sample and will be collaboratively developed between the Medical Director, Jurisdiction and Franchisee.</p> <p>Clarification only – No RFP language change required.</p>
175. PA13		91			<p>Please provide a current payor mix for 911 calls in the system.</p>	<p>See response to item 41 above</p> <p>Clarification only – No RFP language change required.</p>

176. PA14		1 2 7			Please provide the current user fees being charged in the 911 system approved by the county, as well as the history of rate increases over the past five years.	County to provide at Pre-Proposer Conference.

				Other Questions		
Question #	Section/Subsection Title	Page	Section/Paragraph	Topic/Specific RFP Language	Question	Response /Answer
177.	VI. G 2			Financial Reports & audits	Is there a specific format required for annual financial reports	<p>Yes, specific elements subject to City approval.</p> <p>Sample reporting format is provided at Appendix 8. Distributed at Pre-Proposer Conference.</p> <p>Modification to Specifications</p>
178.	II.A		1 st paragraph at end	For clarity	How are the commitments made in proposals and presentations incorporated into the Franchise.	<p><i>Added language:</i> The performance expectations outlined in this RFP and the performance commitments outlined in the selected Proposal and oral presentation of the proposal will be incorporated in the Franchise Agreement as mandatory performance standards.</p> <p>Modification to Specifications</p>
179	ID2			The City will measure compliance citywide but will analyze responses in accordance with call density-based response zones to ensure response equity.	Is the measurement Citywide or by Zone?	<p>The City will measure compliance Citywide and by zone. Within each zone the City may analyze responses to ensure response equity.</p> <p>Modification to Specifications</p> <p>Additional clarity was provided at item 131 that the City will aggregate compliance requirements for the low density.</p>

						<p>Zone across multiple months to achieve a demonstrable number of calls. Any potential liquidated damages (if any) would only be applied for the consolidated period and not for each month within the consolidated period.</p> <p>Clarification only – No</p>
180	II.E	13	Following 5	New Section 6		<p>Contact with City Employees and Elected Officials. As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee or elected official of the City, other than the Authorized Contact Person, or as outlined in the evaluation or protest procedures.</p> <p>Proposers may not agree to pay any consideration to any company or person to conduct lobbying activities to influence the award of a contract by the City, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a Franchise. Nothing in this section precludes a proposer from engaging the services of a company or person to assist in the</p>

						development of the response to the RFP. Modification to Specifications
181.	II.B	9	Clarifies intent			The City will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The City may waive minor irregularities and request Proposers cure such irregularity, but such waiver will not modify any remaining RFP requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being procured. When a proposal is rejected, the unsuccessful responder will be notified in writing that their proposal has been rejected. Modification to Specifications
182	IIB	10	Clarifies intent	Adds language at end of section		Added language: All proposals, protests, and information submitted in response to this solicitation will become the property of the City. i. Any contract arising from this RFP will be a public record. ii. Submission of any materials in response to this RFP constitutes:

					<p>a. Consent to City release of such materials under the Public Records laws without notice to the person or entity submitting the materials.</p> <p>b. Waiver of all claims against City and/or its officers, agents, or employees that County has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal or materials to be inspected.</p> <p>c. Agreement to indemnify and hold harmless City for release of such information under the Public Records laws.</p> <p>d. Acknowledgment that the City will not assert any privileges that may exist on behalf of the person or entity submitting the materials.</p> <p>Modification to Specifications</p>
183.	VI.H1	93		Insurance provisions end of section 1	<p>Added language:</p> <p>a). Both comprehensive liability and automobile liability policies shall be written by insurance companies that are admitted to do business in the State of Alabama .</p> <p>b). The work involves services or goods related to computers, networks, systems, storage, or access to City data or to any data that may, alone or in combination with other data, become Confidential Information</p>

					<p>or Personally Identifiable Information, therefor the following insurance is required.</p> <p>c). Contractor shall maintain coverage for liability and remediation arising out of unauthorized use of or access to City data or software within the Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, the introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to County. The insurance policy must include coverage for regulatory and fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.</p> <p>Modification to Specifications</p>
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