

City of Sedalia  
County of Pettis

Request for Proposal  
Emergency Medical Services

Service Beginning  
1 June 2010

**Bidders Conference**  
**February 1, 2010, 1:00 PM**

Sedalia-Pettis County Emergency Management Agency  
Emergency Operations Center  
319 S Lamine, Suite B10  
Sedalia, MO 65301

**Proposals Due**  
**March 8, 2010, 1:00 PM**

Delivery to:  
Dave Clippert  
319 S Lamine, Suite B10  
Sedalia, MO 65301

Official Contacts Only:

This RFP contains restrictions on contact with public officials, in the City of Sedalia, the County of Pettis or others who are working on behalf of the City of Sedalia/County of Pettis. See the official contact policy in Section 2.2 of this document. Violation of this policy may lead to disqualification

1 December 2009

**EMERGENCY MEDICAL SERVICES RFP TIMELINE**

|                   |   |
|-------------------|---|
| July/August 2009  | <ul style="list-style-type: none"> <li>• RFP Committee meets on 15 and 29 July, and 28 August</li> </ul>  |
| December 2009     | <ul style="list-style-type: none"> <li>• Final RFP submitted to City of Sedalia for approval</li> <li>• Final RFP submitted to County of Pettis for approval</li> </ul> |
| December 18, 2009 | <ul style="list-style-type: none"> <li>• RFP issued by Sedalia-Pettis County EMA</li> </ul>   |
| January 18, 2010  | <ul style="list-style-type: none"> <li>• Deadline for receipt of all questions regarding the RFP by 1:00 PM</li> </ul>  |
| February 1, 2010  | <ul style="list-style-type: none"> <li>• Bidders Conference, release of Amendments (if any) @ 1:00 PM</li> </ul>  |
| February 15, 2010 | <ul style="list-style-type: none"> <li>• Letters of Intent due by 1:00 PM</li> </ul>  |
| March 8, 2010     | <ul style="list-style-type: none"> <li>• Deadline for submission of proposals by 1:00 PM</li> <li>• Bidder bond due</li> </ul>  |
| March 15, 2010    | <ul style="list-style-type: none"> <li>• RFP Committee Presentations – by bidders</li> <li>• Investigations of bidders submissions and claims initiated.</li> </ul>     |
| March 17, 2010    | <ul style="list-style-type: none"> <li>• Protests letters submission deadline</li> </ul>  |
| March 19, 2010    | <ul style="list-style-type: none"> <li>• Presentation to City of Sedalia/Pettis County Commission of recommendations</li> </ul>   |
| April 5, 2010     | <ul style="list-style-type: none"> <li>• Presentation for approval to City of Sedalia City Council</li> </ul>   |
| April 26, 2010    | <ul style="list-style-type: none"> <li>• Presentation of final negotiated contracts to City of Sedalia and County of Pettis</li> </ul>                                  |
| June 1, 2010      | <ul style="list-style-type: none"> <li>• Implementation of service by the Contractor at 9:00 AM</li> </ul>  |

**NOTE: These dates are subject to change**

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## **Section 1: Introduction and Background**

### **1.1 Invitation**

The City of Sedalia and the County of Pettis invites experienced and qualified bidders to submit proposals to provide Emergency Advanced Life Support (ALS) ambulance services as specified in this document for the City of Sedalia and all other incorporated and unincorporated communities in Pettis County.

The successful bidder will be granted a contract to the extent it is authorized to do so under Missouri law, the City of Sedalia and Pettis County grants rights to operate emergency medical services at the advanced life support level as specified in this RFP.

The City of Sedalia and Pettis County agrees to authorize no other entity to provide such services during the term of this agreement, but makes no representations about its ability to grant such rights exclusively to a single entity or to prohibit other entities from providing such services. The start date for the service will be 1 June 2010, at 1:00 PM Central Time.

The Contractor will have the opportunity to earn up to five additional years of contract extension as described in Section 2.11.

### **1.2 Scope of Services**

This Request for Proposal (RFP) and its provisions, attachments, addendum's and exhibits constitute a RFP for the selection of a single provider of emergency ground ambulance service for the City of Sedalia and all incorporated and unincorporated areas of Pettis County, that are not currently serviced by an existing service. The operation of emergency ambulance service shall be consistent with the provisions of this procurement process including staffing and performance. This procurement process includes the provision of all emergency ambulance responses, as well as, the operation of the ambulance provider's dispatch center, which shall be an approved emergency medical dispatch (EMD) center and 9-1-1 secondary answering point.

All of the following transports originating in the respective areas as stated above in section 1.1 of this RFP shall be referred to the holder of the franchise for the City of Sedalia/Pettis County, and the holder of the franchise shall provide all responses and ground transports as follows:

- (1) Made in response to 9-1-1/Public Service Answering Point (PSAP) requests.
- (2) Made in response to requests for immediate ambulance service transmitted through an authorized 9-1-1/PSAP.

- (3) Made in response to requests for emergency ambulance service made directly to the ambulance service from a private telephone call without going through an authorized 9-1-1/PSAP.
- (4) Any other request for service requiring an emergency ground ambulance response.
- (5) Respond to request from Bothwell Regional Health Center for emergency medical transfers.

The Contractor's scope of service is summarized as follows:

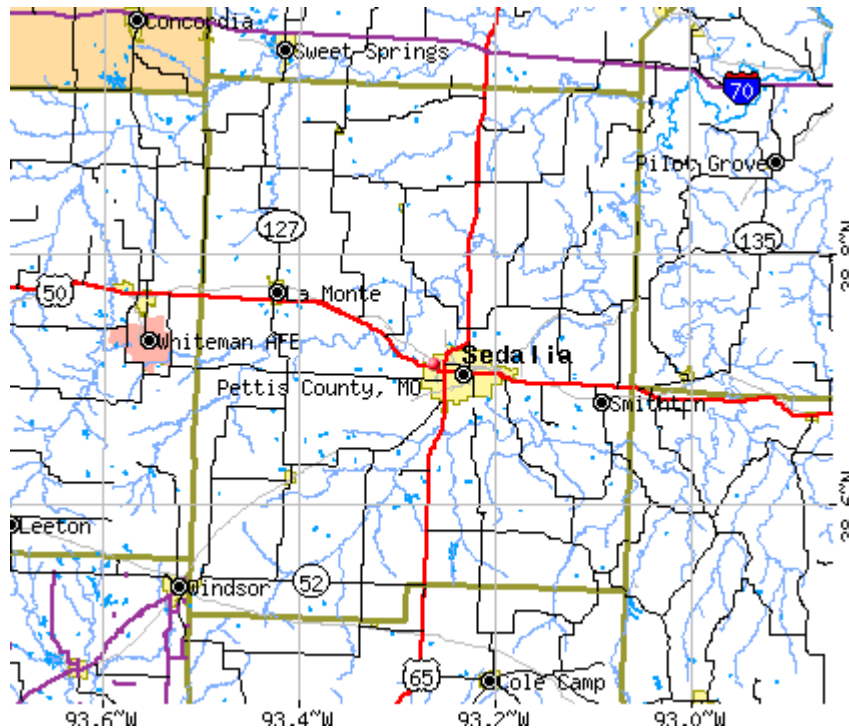
- When a request for service is received by the Contractor at its dispatch center, an appropriately trained EMD Dispatcher must answer that request promptly, must follow approved EMD dispatch procedures, offer planned pre-arrival assistance (as appropriate) and must manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS air transport provider agencies.
- Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by the contract, be equipped and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition will be according to nationally recognized procedures and protocols consistent with state statutes and policies or as established or approved in the Contractor's proposal and as developed or promulgated as part of this RFP
- Services and care delivered must be evaluated by the Contractor's internal quality improvement program. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive franchise that fails to perform the standards required may be found to be in major breach of their contract and promptly replaced in order to protect the public health and safety.

### 1.3 Description of the City of Sedalia and Pettis County:

Pettis County is located in west-central Missouri and contains 686.34 square miles. Elevations range from 600 feet near Clifton City, just outside the northeast county boundary to 1,100 feet near Ionia in the south central part of the county. According to the 2000 census, Pettis County has a population of 39,403. Included in Pettis County are the Cities of Green Ridge, Houstonia, Hughesville, La Monte, Sedalia and Smithton.

The City of Sedalia is located in central Pettis County and is the County Seat. The City contains 11.96 square miles. According to the 2000 census, the City of Sedalia has a population of 20,339.



**Transportation Routes:** Pettis County has major truck and rail routes, US Highway 50 is a major east-west route and US Highway 65 is a major north-south route. These highways intersect in the City of Sedalia. The Union Pacific Railroad has routes throughout the county. Amtrak routinely makes stops at the Sedalia Depot.

**Industry:** Pettis County and the City of Sedalia supports numerous types of manufacturing industries. These range from food processing, automobile wheels, glass, small arms ammunition, aluminum, trucking and wire rope. Major employers include; Alcan Cable, Bothwell Regional Health Center, Duke Manufacturing, Gardner-Denver, Hayes-Lemmerz, Pittsburgh Corning, Pro Energy, Sedalia School District, Sierra Bullets, Starline Inc, Tyson's Foods, Waterloo Industries, and Wire Rope Corporation of America.

**Schools:** Pettis County includes the following public/private school districts:

- Sedalia 200: 9 Schools (K-12) with a student population of over 4400
- Pettis County R-XIII (Dresden): 1 school (K-8) with a student population of 165
- Pettis County R-V: 2 schools, High School (7-12) located in Hughesville with a student population of 200, Elementary School (K-6) located in Houstonia with a student population of 200.
- Green Ridge R-VIII: 1 School (K-12) with a student population of 400
- La Monte R-IV: 1 School (K-12) with a student population of 365
- Smithton R-VI: 1 school (K-12) with a student population of 590
- State Fair Community College: 3000 students in various locations in Pettis County and the surrounding counties. Main campus is located in Sedalia
- St Paul's Lutheran: K-8, private
- Sacred Heart: K-12, private
- Seventh Day Adventists: K-8, Private
- Applewood Christian Academy: K-12, Private

**Medical Facilities:** The City of Sedalia is supported by the following medical facilities:

- Bothwell Regional Health Center: Fully staffed 24/7 Emergency Department, Licensed for 180 beds.
- Katy Trail Community Health: FQHC
- Sedalia Surgery Center: Ambulatory Surgical Center
- Pettis County Health Center: Public Health

**Special Needs Facilities:** Pettis County is home to numerous Residential Care Facilities and Skilled Nursing Homes. The largest facilities are:

- Four Seasons Living Center: Skilled Nursing Facility, 237 Licensed Beds
- Stoney Ridge Village: Residential Care Facility I, 160 Licensed Beds
- Sylvia G Thompson Residence Center: Nursing Facility, 90 Licensed Beds
- Rest Haven Convalescent and Retirement Home: Nursing Facility, 86 Licensed Beds
- Fairview Nursing Home: Nursing Facility, 63 Licensed Beds

**1.4 Medical control** – Bidders will provide medical control and direction through already established systems.

### **1.5 Advisory committees**

The advisory committee for this RFP consists of representatives from:

- Sedalia-Pettis County Emergency Management Agency
- Sedalia Fire Department
- Sedalia Police Department
- Pettis County Sheriff's Department
- Bothwell Regional Health Center
- Pettis County Health Center
- Katy Trail Community Health

## **1.6 EMS participants**

### **A. Public service answering points and dispatch centers**

The City of Sedalia and Pettis County have 2 PSAPs. One located in the Sedalia Police Department and one located in the Pettis County Sheriff's Department. Ground EMS is currently dispatched through the Morgan County, Missouri 911 Center. Local air ambulance services are called for service by the senior fire official of each fire protection district and/or the current ground EMS service.

### **B. First responders**

Pettis County is served by 13 first responder agencies. Of these, one (Sedalia Fire Department) is preparing to provide EMT-B emergency services.

#### **First Responder Agency EMS Capacity:**

### **A. Current emergency ground ambulance providers**

American Paramedical Services Inc.

### **B. Air ambulance providers**

Staff for Life (Air Methods) - La Monte  
Air Evac Lifeteam - Sedalia

### **C. Hospitals**

Bothwell Regional Health Center. There is no designated trauma center in Pettis County. Trauma patients are transferred by ambulance to designated medical centers located in Columbia, Kansas City and University of Kansas

## **1.7 Estimated EMS responses and transports January 1, 2008 through December 31, 2008**

Average request per month for EMS Service: 420

Average request per year for EMS Service: 5040

Average Patient Transports per month: 280

Average Patient Transports per Year: 3360

NOTE: This does not include numbers of transfers from Bothwell Regional Health Center to higher levels of care.

## **Section 2: Submission and Evaluation of proposals**

### **2.1 Notice to bidders**

This RFP does not commit the City of Sedalia or Pettis County to award a contract, to pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The City of Sedalia and Pettis County reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety the RFP process if the City of Sedalia or Pettis County deems it is in its best interest to do so. This RFP shall not be construed to be a low bid process. The contract, if awarded, will be negotiated with the bidder who can best meet the City of Sedalia and Pettis County's needs as identified in this RFP.

The City of Sedalia and Pettis County 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. The City of Sedalia and Pettis County has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP.

It is in the bidder's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the bidder's best interest to make a proposal that meets the stated requirements contained in this RFP. While bidders may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals.

Bidders are invited to submit alternatives to the services described within this RFP, if such alternatives are in the best interests of the City of Sedalia and Pettis County. This procurement encourages combinations of organizations in order to provide the required services. However, there shall be only one contractor, under whose auspices the proposal is submitted and who must assume all liability and responsibility for achieving the specified performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the bidder and separate entities must be pre-approved in writing by the City of Sedalia and Pettis County and shall be described within the proposals.

### **2.2 Contacts**

Except as noted in Section 2.3, below, bidders may not contact the Sedalia-Pettis County Emergency Management Agency, Pettis County Commissioners, City of Sedalia, Bothwell Regional Health Center, Pettis County Health Center, Katy Trail Community Health, Pettis County Sheriff's Department or any of their employees or staff regarding anything related to this RFP.

Violation of this requirement may lead to the bidder's disqualification.

### **2.3 Bidders conference**

The only opportunity for bidders to discuss the RFP specifications and process will be at the mandatory bidders' conference. Since there will be no other opportunities to discuss the RFP or the competitive process with City of Sedalia/Pettis County staff, attendance at the bidder's conference is mandatory for all bidders.

The mandatory bidder's conference will be held:  
1 February 2010, from 1:00 to 3:00 PM.  
Sedalia-Pettis County Emergency Management Agency  
Emergency Operations Center  
319 S Lamine, Suite B10  
Sedalia, MO 65301

Bidders may submit questions or recommend modifications to the RFP prior to the conference. All such submissions must be in writing and received by 18 January 2010, at 1:00 PM Address questions to:

Dave Clippert, Director  
Sedalia-Pettis County Emergency Management Agency  
319 S Lamine, Suite B10  
Sedalia, MO 65301

Submissions may also be sent by fax to the Dave Clippert at (660) 826-7288, or e-mail to [ema@pettiscomo.com](mailto:ema@pettiscomo.com).

All written correspondence received from potential bidders, as well as the City of Sedalia/Pettis County responses, will be distributed at the bidder's conference. Any amendments or clarifications to the RFP made following the conference will be distributed to all attendees at the conference.

The Missouri Sunshine Law Section 610.011 states, "It is the public policy of this state that meetings, records, votes, actions and deliberations of public governmental bodies be open to the public unless provided by law". In the event that the City of Sedalia or Pettis County receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested, to notify the Director, Sedalia-Pettis County Emergency Management Agency immediately. The Director, Sedalia-Pettis County Emergency Management Agency as the RFP Record Custodian will respond to the records request within 3 business days.

### **2.4 Letter of intent**

Organizations that desire to submit a proposal under this RFP must submit a letter of intent to submit a proposal. The person or persons, who are authorized to bind the organization to contractual obligations and must be received no later than 15 February 2010, at 1:00 PM, must sign the letter of intent. It shall be sent to:

Dave Clippert, Director  
 Sedalia-Pettis County Emergency Management Agency  
 319 S Lamine, Suite B10  
 Sedalia, MO 65301

Submissions may also be sent by fax to the Dave Clippert at (660) 826-7288, or e-mail to [ema@pettiscomo.com](mailto:ema@pettiscomo.com).

**2.5 Proposal format and requirements**

Proposals shall be typewritten and unbound. The use of three-ring binders is preferred. Proposals shall include page numbers and have major sections tabbed.

Each proposal shall include a table of contents. The table of contents shall outline the proposal content and shall be sequenced and numbered consistent with the following format:

| <b>Part</b> | <b>Title</b>                                       |
|-------------|--|
| <b>I.</b>   | <b>Credentials: experience, financial strength</b> |
| <b>II.</b>  | <b>Proposal</b>                                    |
| II-A        | Introduction                                       |
| II-B        | System Design                                      |
| II-C        | Operations   |
| II-D        | Personnel  |
| II-E        | Quality/performance                                |
| II-F        | Data and Reporting                                 |
| II-G        | Financial and Administrative                       |
| II-H        | Community Education/Prevention                     |
| <b>III.</b> | <b>Appendices and attachments</b>                  |

Any information, which does not fit logically into one of these labeled sections, shall be appended to the proposal in an area separate from the proposal. Required attachments should be submitted only once and should be referred to in the proposal as appropriate.

**2.6 Submission and receipt of proposals**

One original, identified as the “master” and containing original signatures, with 10 copies of the proposal and the Proposal Bond of \$50,000 must be submitted no later than 8 March 2010, at 1:00 PM to:

Dave Clippert, Director  
 Sedalia-Pettis County Emergency Management Agency  
 319 S Lamine, Suite B10  
 Sedalia, MO 65301

Proposals must be submitted in the format described in Section 2.6 and include the information shown in Sections 3 and 4 of this document.

Consideration of proposals will be strictly governed by the following:

Any proposals or amendments to proposals received at the Sedalia-Pettis County Emergency Management Agency office after the exact time specified for receipt will not be considered.

After submission, proposals can be modified as long as the modification is received no later than the time and date specified above. A proposal may also be withdrawn in person by a bidder or an authorized representative, provided his/her identity is made known and he/she signs a receipt for that proposal. The withdrawal must be made prior to the deadline submission stated above. No erasures are permitted; errors must be crossed out. Corrections must be in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the proposal.

Proposals and modifications to proposals received after the time and date specified in the RFP are subject to rejection. The Sedalia-Pettis County Emergency Management Agency will record the time and date that proposals are received on a proposal receipt log.

A Proposal Bond must accompany each proposal. The amount of the bond is \$50,000. The Sedalia-Pettis County Emergency Management Agency will return the bond to any unsuccessful bidder within ten business days following final approval of the contract with the winning bidder(s).

The successful bidder's bond will be retained by the City of Sedalia/Pettis County to ensure execution of the agreement. The bond will be returned to the successful bidder(s) upon implementation of the service, including receipt of the performance bond.

Upon receipt by the City of Sedalia/Pettis County, all proposals will receive a number and the date and time of receipt will be recorded. All proposals received prior to the deadline shall be kept in a secure place. Opening of proposals shall be public and witnessed by at least two people. These openings will occur 30 minutes after the deadline at the same location specified for delivery. Late proposals may be returned to the bidder.

All proposals shall remain firm for at least 180 days from the date specified for opening the proposals.

### **2.7 Rejection of proposals**

The City of Sedalia/Pettis County reserves the right to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. The Sedalia-Pettis County Emergency Management Agency shall notify the bidder of a rejected proposal.

## 2.8 Evaluation of proposals

The RFP Committee will review the proposals, interview bidders, rank the proposals, and make a recommendation to the City of Sedalia, City Administrator and the Pettis County Commission. The City of Sedalia and Pettis County reserves the right to accept or reject the Committee's recommendation.

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

Bidders will forfeit the Proposal Bond described in section 2.6 if the RFP Committee determined the bidder intentionally provided false or misleading information. Bidders will be expected to give presentations and answer questions on their proposals to the RFP Committee. Presentations will be limited to a maximum of one hour, although the proposal itself should include all elements required. Presentations will be followed by a question and answer session.

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

| <b>Section Title RFP<br/>Section</b>              | <b>Weight %</b> |
|---|-----------------|
| 3.0 - Credentials: experience, financial strength | 10%             |
| 4.1 - System design                               | 15%             |
| 4.2 - Operations                                  | 15%             |
| 4.3 - Personnel                                   | 10%             |
| 4.4 - Quality/performance                         | 15%             |
| 4.5 - Data and Reporting                          | 15%             |
| 4.6 - Financial and Administrative                | 17%             |
| 4.7 - Community education/prevention              | 3%              |

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

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

## 2.9 Waiver of requirements

The City of Sedalia and Pettis County reserves the right to waive any RFP requirement(s) it deems in the best interest of the City of Sedalia/Pettis County.

## **2.10 Protests**

All protests regarding the RFP process shall be made in writing, signed and addressed to:

Dave Clippert, Director  
Sedalia-Pettis County Emergency Management Agency  
319 S Lamine, Suite B10  
Sedalia, MO 65301

Protests may also be sent by facsimile to the Sedalia-Pettis County Emergency Management Agency (660) 826-7288 or e-mail to [ema@pettiscomo.com](mailto:ema@pettiscomo.com)

Protests shall state the reason(s) for the protest, citing the law, rule, regulation or procedure on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a bidder to meet the RFP specifications and requirements, the protester must provide facts and evidence to support the claim. If the protest is sent via U.S. Mail, it must be sent certified or registered. If the protest is delivered in person the protester should obtain a receipt of delivery. All protests shall be submitted no later than 17 March 2010, at 1:00 PM.

Protests will be reviewed and a written response will be provided to the protester.

## **2.11 Conditions for contract extension**

At its sole discretion, the City of Sedalia and Pettis County may extend the contract granted to the Contractor for an additional five-year period. One year prior to the expiration of the contract, the Contractor may petition the Board for a five-year extension.

The City of Sedalia and Pettis County's decision to grant an extension will consider, but not be limited to, how well the Contractor has performed in the following areas:

- Compliance with the terms of its contract with the City of Sedalia and Pettis County;
- Operational and financial areas;
- Effectiveness of the Contractor's quality improvement program in achieving demonstrable improvements in the performance and efficiency of the system;
- Cooperation of management in assisting the EMS Committee with system operation and enhancements;
- Number of substantiated complaints filed against the Contractor and the manner in which the Contractor handled them;
- Extent of the Contractor's community involvement;
- Consistency in maintaining and/or improving its professional image;
- Integration of community and employee input;
- Level of cooperation between the Contractor and other participants within the EMS System; and

- Effectiveness in managing and coordinating first responder agreements.

## Section 3: Credentials

### 3.1 Credentials overview

Credentials shall be submitted as Part I of the proposal. Credentials will be used to determine:

**Analogous Experience:** Documentation demonstrating the bidder has experience managing an emergency ALS ambulance service to a community with a population of at least 40,000.

**Regulatory Compliance and Litigation:** Documentation of compliance with response time performance and other regulatory/contractual expectations.

**Financial Stability:** Evidence of sufficient capital for contract implementation and financial reserves to sustain operations.

### 3.2 Content of credentials

Provide the following information:

**A.** Describe your organization's history and experience in providing emergency and advanced life support ambulance service. Include:

- Your business name;
- Legal business status (i.e., partnership, corporation, etc.);
- Number of years in business;
- Other or prior business names;
- Whether bidder holds controlling interest or is controlled by another organization;
- Financial interest in related business; and
- Business partners in the last five years.

**B.** Provide a list or table of every community your organization currently serves and every community it previously served. Indicate:

- Type and level of service provided including the population served;
- The contract period;
- Whether your organization held exclusive market rights for emergency ambulance service to the community;
- Whether the contract was competitively awarded;
- The name, address, contact person and telephone number;
- Remaining term of each contract; and
- Circumstances under which any contracts were terminated, failure to complete and allegations of deficient service if applicable.

**C.** Document your organization’s experience providing emergency and ALS ambulance services meeting independently verifiable maximum (percentage) response times. Present examples of compliance for at least a two-year period to percentage response times for metropolitan/urban, suburban, and rural in analogous areas.

**D.** Describe your organization’s experience in integrated EMS systems involving fire service and other public entities as subcontractors, if applicable.

**E.** Document your organization’s current net worth and the form of that net worth including its capacity to convert non-liquid assets into cash if needed. Provide an audited financial statement of current assets and liabilities for the past two years.

**F.** Document your organization’s access to working capital, including the finance of equipment needed to service our system.

**G.** Provide evidence of the amount of current reserve borrowing power for your organization.

**H.** List commitments or potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect your abilities to perform this contract.

**I.** Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past five years.

**J.** List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include the title of the case, case number, court, and monetary amount.

**K.** List any instances of major regulatory actions or sanctions against your organization, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.

**L.** List business or professional licenses or certificates held by your organization required to provide the services required by this contract.

**M.** Identify key personnel who will be responsible for operations within City of Sedalia/Pettis County including, but not limited to, the local operations manager and those responsible for quality improvement, education/training, billing, equipment maintenance, and dispatch services. For each, identify:

- Qualification, education, and experience
- Time in the position
- If time in the position is less than five years, the time in the position for the incumbent’s predecessor.

N. Provide any information on coordination of treatment protocols with your current medical director and local physicians/hospitals.

## **Section 4: Proposal Requirements**

Following the proposal format and requirements described in Section 2.4, Part III of the Proposal shall include the following:

### **4.0 INTRODUCTION SECTION**

The Introduction Section of the Proposal shall include:

- A letter of transmittal from the bidder to the City of Sedalia/Pettis County, summarizing the proposal, shall accompany the proposal;
  - Proposal Identification Page, found in Attachment A of this RFP;
  - Statement of Intent and Affirmation, found in Attachment B of this RFP;
  - Investigative Authorization–Company, found in Attachment C of this RFP; and
  - The bidder’s acceptance of the minimum requirements, found in Attachment E of this RFP.

### **4.1 SYSTEM DESIGN**

The System Design of the proposal shall, for each of the topics below, provide:

- Description of the bidder’s method/manner of meeting the minimum requirement or criteria; and
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

#### **4.1.1 Start-Up**

The Contractor must have the ability to provide service throughout the contracted area as of the planned starting date for the contract.

Describe how your organization would manage the start up of services with the planned time frame from the contract approval to implementation. (Include fleet, other equipment, communications system, staff, and key personnel.) If anything in the proposed service will not be in place on the starting date of the service, it must be clearly identified and a deadline for its implementation provided.

#### **4.1.2 Initial deployment plan**

##### **A. Deployment parameters**

All Contractor ambulance responses under the terms of the contract with the City of Sedalia/Pettis County shall be dispatched in compliance with policies and protocols established by the City of Sedalia/Pettis County.

Deployment plans shall:

- Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
- Describe 24-hour and system status management strategies.
- Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
- Include a map identifying proposed ambulance station or post locations and identifying those geographic areas within the response time compliance areas as indicated in this RFP.
- Specify the anticipated response times to each community at the 90% level, including variations based upon variable deployment patterns.
- Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
- Describe any planned use of on-call crews.
- Describe any mandatory overtime requirements.
- Describe how workload will be monitored for personnel assigned to 24-hour units.
- Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
- Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- Include signed contracts or “letters of intent” signed by both parties detailing the relationship of organizations participating in the provision of services.

**Minimum Requirements**

Present a proposed deployment plan that complies with all minimum requirements of this Request for Proposal. The initial deployment plan shall be utilized for at least the first three months of operations.

**B. On-going deployment plan requirements**

Following the contract award, a current deployment plan shall be kept on file with the Sedalia-Pettis County Emergency Management Agency. The Contractor shall redeploy ambulances or add additional ambulance hours if the response time performance standard is not met. Failure by the Contractor to redeploy or add ambulance units within two months of notice by the City of Sedalia/Pettis County shall constitute a major breach of contract.

The Contractor shall submit proposed changes in the deployment plan in writing to the Sedalia-Pettis County Emergency Management Agency 30 days in advance. The 30-day

notice may be waived if an emergency adjustment to the plan is needed to correct an acute performance problem.

**Minimum Requirements:**

- Keep a current deployment plan on file with the Sedalia-Pettis County Emergency Management Agency
- Redeploy or add ambulance hours if response time performance standard is not met.

## 4.2 OPERATIONS SECTION

The Operations Section of the proposal shall, for each of the topics below, provide:

- Description of bidder’s method/manner of meeting the minimum requirement or criteria; and
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

**Minimum Requirement:**

Ensure all operational policies meet or exceed State, and federal laws/statutes, and policies.

### 4.2.1 Response time standards/penalties

Emergency response times vary depending upon the response-time area listed below to which the Contractor must respond.

- ALS ambulance response to 90 percent of all calls each month in 7:00 minutes or less within the City of Sedalia.
- ALS ambulance response to 90 percent of all calls each month in 15:00 minutes or less, in all other areas of Pettis County.

**Minimum Requirement:**

Accept County response time performance standards for emergency response requests.

Supply supporting documentation to demonstrate the organization’s ability to meet the response time criteria. Such documentation shall contain procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.

### Response time exceptions

In some cases, late responses will be excused from possible financial penalties and from response time compliance reports. Examples of current exceptions include:

- Call was reduced from emergency to non-emergency by on-scene responders or by the dispatcher in accordance with City of Sedalia/Pettis County protocol; and
- Multiple units to the same scene.

Exceptions shall be for good cause only, as determined by the City of Sedalia/Pettis County. The burden of proof that there is good cause for an exception shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis.

The Contractor shall file a request for each response time exception on a monthly basis with the Sedalia-Pettis County Emergency Management Agency within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

Exceptions may be granted for instances of “move up and cover” or “mutual aid” consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

List your recommendations for response time exceptions.

**Minimum Requirement:**

- Accept the response time exception procedure.

**Response time calculations**

Response times shall be calculated from the hour, minute, and second the call is received by the Contractor’s dispatch center to the hour, minute, and second the Contractor’s ALS ambulance arrives on scene. A call is considered “received” at the time that the dispatcher has received sufficient information from the reporting party (including a PSAP) to initiate the response.

**Minimum Requirement:**

- Agree to calculate response times as defined by the City of Sedalia/Pettis County.

**Applicable calls**

Response time standards shall apply to all emergency ambulance requests requiring an emergency response as determined by the Contractor’s emergency medical dispatch (EMD) center using call screening and dispatch protocols approved by the Dispatch Agency. For the purpose of this requirement, “Emergency Response” means any request for service for a perceived or actual life threatening condition, as determined by dispatch

personnel, in accordance with EMS Agency policy and dispatch protocols, requiring the immediate dispatch of an ambulance with use of lights and siren.

Each incident shall be counted as a single response regardless of the number of first responders or ambulances actually utilized and only the first arriving ambulance's time shall be applicable.

**Minimum Requirement:**

- Accept definition of applicable calls.

**Penalty for failure to meet response time standard**

The City/County may assess a fine of \$0 to \$10.00 per minute for each emergency response that exceeds the response time standard. The EMS Committee shall review each response time deficiency to determine if a fine shall be assessed.

**Penalty for failure to meet response time compliance area time standard**

Each time that emergency responses for a response time compliance area are calculated at less than 90% of the response time standard for the previous rolling 30-day period, the City/County reserves the right to assess a fine of \$0 to \$500. However, Contractor will only be required to pay this amount once for each response time compliance area within a single 30-day period.

**Minimum Requirements:**

- Accept penalty for failure to meet response time standards.
- Acknowledge that payment of penalty does not relieve the Contractor of responsibility for compliance with response time standards.
- Agree to report these calls as required by the City of Sedalia/Pettis County.

**Penalty for failed response**

The City/County reserves the right to assess a fine of \$0 to \$1,000 for each time the Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another agency (i.e. the call receives no response), and such incident requires an ambulance response in accordance with EMS Dispatch Protocols. The call shall be used for the purposes of determining response time compliance area calculations. Each instance of a failed response shall be evaluated by the EMS Committee to determine the threat to the public health and safety and the need to initiate the provisions of a major breach of contract.

**Minimum Requirements:**

- Accept penalty for failed response.
- Agree to report these calls as required by the City/County.

**Performance report**

Within 15 working days following the end of each month, the Contractor shall submit a written report to the Sedalia-Pettis County Emergency Management Agency, in a manner required by the EMS Committee, identifying each emergency call dispatched:

- Which did not meet response time standard
- Each use of a BLS ambulance (only if ALS was required)
- Each time an ambulance was requested and was not able to respond

The Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems. Within 15 days of occurrence, the Contractor shall notify the Sedalia-Pettis County Emergency Management Agency of any major regulatory actions or sanctions against the Contractor, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third party payers, whether public, private, or non-profit.

**Minimum Requirements:**

- Provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement.
- Identify causes of performance failures and document efforts to eliminate these problems.
- Notify the Sedalia-Pettis County Emergency management Agency of any major regulatory actions against the Contractor.

**Air ambulance/air rescue services**

The City of Sedalia/Pettis County reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in the City of Sedalia/Pettis County for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses.

**Standby and special events**

If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, the Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Nothing herein shall excuse the Contractor from satisfying its obligations under the terms of its contract with the City of Sedalia/Pettis County.

**4.2.2 Dispatch and communication requirements**

The Contractor shall provide a system for EMS dispatch meeting the standards in ASTM F 1258 (Standard Practice for Emergency Medical Dispatch) and ASTM F1560 (Standard Practice for Emergency Medical Dispatch Management).

The Contractor may operate its own dispatch system, contract with an existing dispatch center, or join with other providers to operate a dispatch system. If the Contractor utilizes dispatch services provided by another organization, it must have a written contract for the service. Any subcontracts for essential services, as described in the RFP, between the

bidder and separate entities must be pre-approved in writing by the City of Sedalia/Pettis County and shall be described within the proposals.

### **Dispatch operations**

The contractor's dispatch center shall:

- Be eligible for approval by the State of Missouri as a public safety answering point;
- Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points;
- Determine the nature and severity of medical incidents;
- Prioritize the urgency of the response;
- Dispatch appropriate EMS resources;
- Give post-dispatch and pre-arrival instructions to callers;
- Relay pertinent information to responding personnel;
- Monitor and track responding resources;
- Coordinate with public safety and EMS providers as needed; and
- Provide required data.

### **Dispatcher training:**

The dispatch center shall be staffed with sufficient Emergency Medical Dispatchers to accomplish the above functions.

Each emergency medical dispatcher shall have completed an initial training program meeting the requirements of 19 CSR 30-40.

## **4.2.3 Equipment and supplies**

### **A. Ambulances**

All ambulances used under the contract shall:

- Be of Type I, II, or III, as defined by FEMA Typed Resource Definitions (EMS) 508-3
- Meet or exceed the current Federal KKK-A-1822 standards as defined by the US Department of Transportation and 19 CSR 30-40.309, at the time of the vehicles' original manufacture, except where such standards conflict with State of Missouri standards, in which case the State standards shall prevail, and

The Contractor shall maintain, and provide to the Sedalia-Pettis County Emergency Management Agency, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the Sedalia-Pettis County Emergency Management Agency.

- Include specifications for new vehicles to be purchased for this contract.
- List any specifications developed to improve reliability and any standard modifications to be made to new vehicles prior to placing them in service.
- Describe your proposed fleet size in relation to peak load coverage requirements and fleet standardization policies.

### **B. Ambulance equipment and supplies**

Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, and state, requirements for ALS level ambulances. The Contractor shall be responsible for stocking all expendable supplies including medications.

All medical equipment shall be in good repair and safe working order at all times. The Contractor shall clearly describe in its proposal how equipment is selected for use and the procedures that ensure such equipment is properly maintained. The Contractor shall have sufficient medical equipment and expendable supplies so that there is sufficient backup to accommodate replacement during repair and for times of excessive demand in the system.

The Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with the Contractor's dispatch center, Bothwell Regional Health Center, Sedalia Police Department Dispatch Center, Pettis County Sheriff's Office Dispatch Center, all local fire departments, Sedalia-Pettis County Emergency Management Agency, both local air ambulance operations, all local law enforcement agencies and MTAC (Missouri Tactical Channels). The Contractor shall ensure that each ambulance unit utilized in the performance of services under the contract is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment sufficient to meet or exceed the requirements of this RFP

- Provide a detailed list of equipment (including communications equipment) and supplies, including quantities and brand names to be carried on each ambulance.

The Contractor shall develop mechanisms to exchange such items as long spine boards and straps/head blocks, and restock medical supplies used by first responder units when the first responder personnel have provided treatment and patient care is assumed by the Contractor's personnel.

### **C. Employee safety**

The Contractor shall provide personnel with training and equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.

- Describe the bidder's programs for occupational health and safety, including communicable diseases prevention.
- Describe the bidder's pre-employment and on-going physical ability evaluation processes.

**D. Vehicle maintenance program**

The Contractor’s vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service.

The Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance shall be immediately removed from service.

Interior and exterior appearance of vehicles shall be excellent. The Contractor shall repair all damage to ambulances in a timely manner. The Contractor shall maintain vehicle maintenance records for each vehicle. Records will be reviewable by the City of Sedalia or Pettis County upon request.

**4.2.5 Disaster preparedness**

**A. Disaster plan**

The Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system’s disaster and multi-casualty response system. In accordance with established local emergency response plans.

To the extent that the Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the exclusive operating area, the Contractor, with City Of Sedalia/Pettis County approval, shall render immediate “automatic aid” and “mutual aid” to those providers of emergency medical services operating within adjacent areas out of Pettis County in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

- Describe your organization’s plan/policies for recalling personnel to staff additional vehicles during a multi-casualty incident or disaster.

**B. Disaster planning**

The Contractor shall actively participate with the City of Sedalia/Pettis County in disaster planning.

The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the City of Sedalia/Pettis County and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.

**Minimum Requirements:**

- Actively participate with the City of Sedalia/Pettis County in disaster planning.
- Designate a representative to regularly attend meetings and be the liaison for disaster activities.
- Provide field personnel and transport resources for participation in approved disaster drills.

#### **4.3 PERSONNEL SECTION**

The Personnel Section of the proposal shall, for each of the topics below, provide:

- Description of bidder’s method/manner of meeting the minimum requirement or criteria; and
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

Include:

- Investigative Authorization–Individual (found in Attachment D of this RFP) for owner, general manager, and other key personnel.
- Compensation Package descriptions for EMT-P, EMT-B, and dispatchers (Dispatchers if necessary)(found in Attachment G, Attachment H, and Attachment I of this RFP).

##### **4.3.1 Clinical and staffing standards**

The City of Sedalia/Pettis County expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws, regulations, policies, procedures and field treatment guidelines. All persons employed by the Contractor in the performance of work under this RFP shall be competent and shall hold appropriate and currently valid certificates/licenses and accreditations in their respective trade or profession. The Contractor shall be held accountable for its employees’ licensure, performance and actions.

Patient’s privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy. Employees shall not disclose patient medical information to any person not providing medical care to the patient.

|   |
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| <p><b>Minimum Requirement:</b></p> <ul style="list-style-type: none"> <li>• Ensure that personnel meet or exceed clinical/operational standards established by the State of Missouri</li> </ul> |
|---|



##### **A. Ambulance staffing**

The Contractor shall, at all times, maintain 2 ALS ambulances within the borders of Pettis County. Each ALS ambulance will be staffed with (minimum) 2 EMT’s, with at least one licensed in the State of Missouri as an Emergency Medical Technician-Paramedic (EMT-P). Staffing of ALS ambulances will be accomplished in accordance with 19 CSR 30-40.309

**B. Penalties for failure to meet ambulance staffing or clinical standards:**

Within 72 hours of discovery, the Contractor shall provide the Sedalia-Pettis County Emergency Management Agency with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.

**Minimum Requirement:**

- Agree to staffing standards
- Agree to reporting requirements.

**C. Management and supervision**

The Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-duty or on-call at all times to oversee and provide support to field personnel.

- Describe the management structure that will be used to administer/oversee emergency ambulance services. Include completed Investigative Authorization– Individual forms (found in Attachment D of this RFP).

**D. Orientation of new personnel**

The Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, trauma triage and patient treatment protocols; radio communications with and between the ambulance, receiving hospitals, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; and ambulance equipment utilization and maintenance, in addition to the Contractor’s policies and procedures. The Contractor shall be responsible for ensuring that this standard is met.

- Describe your organization’s orientation program.

**E. In-service training and continuing education**

The Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education (e.g., PALS/PEPP, PHTLS/BTLS).

- Describe your in-service and continuing education policies/program.

**F. Driver-training**

The Contractor shall maintain an on-going driver-training program for ambulance personnel.

- Describe your organization’s driver-training program.

**G. Preparation for multi-patient response**

The Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under the Sedalia-Pettis County Local Emergency Response Plan. At the scene of an MCI, the Contractor’s personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with the National Incident Management System.

The Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under MCI and disaster plans, including:

- ICS 200 training;
- ICS 300 training (supervisory personnel);
- ICS 400 training (supervisory personnel)
- Hazardous materials first responder awareness training. Personnel may be operations trained if the Contractor requests the training.

Describe your organization’s mechanism for ensuring that all personnel are trained and prepared to assume responsibilities during an MCI in accordance with the City of Sedalia/Pettis County’s MCI Plan, ICS and NIMS.

**4.3.2 Compensation/working conditions for ambulance personnel**

**A. Work schedules and conditions**

At least 51% of the personnel who staff ambulances shall be full-time employees. The Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel.

The Contractor shall ensure that ambulance personnel working extended shifts, part-time jobs, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills. The Contractor shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods.

- Describe work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.
- Describe methods that will be used to minimize the turnover rate among the Contractor’s personnel.
- Describe (and provide a copy of) the Contractor’s fatigue policy.

**B. Compensation/fringe benefits**

The City of Sedalia/Pettis County expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. The City of Sedalia/Pettis County encourages the Contractor to establish

creative programs that result in successful recruitment and retention of personnel. The Contractor shall demonstrate, initially and throughout the term of the contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.

- Include a copy of personnel compensation/fringe benefits package for EMT-B's and EMT-P's paramedics, in this proposal.
- Submit completed copies of Compensation Package—found in Attachment G, Attachment H, and Attachment I of this RFP.

### **C. New employee recruitment and screening process**

The Contractor shall operate an aggressive, stringent, and comprehensive program of personnel recruitment and screening designed to attract and select field personnel.

- Describe your personnel recruitment and screening process.

### **D. Treatment of incumbent workers**

If a new provider is the successful bidder, the Contractor shall provide a reasonable opportunity for the employees of the current incumbent provider to seek employment with the Contractor. The Contractor shall not hinder or further collective bargaining activities by or on behalf of employees.

- Briefly describe your process to offer jobs to employees of the incumbent.

### **E. Communicable diseases, safety, and prevention**

Pre-hospital medical personnel are at increased risk for certain communicable diseases, including tuberculosis and those spread by blood borne pathogens. The Contractor shall have a Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and State of Missouri regulations related to prevention, reporting of exposure, and disposal of medical waste. All pre-hospital personnel shall be trained in prevention and universal precautions.

- Describe your organization's communicable disease control and safety policies and procedures.

## **4.4 QUALITY/PERFORMANCE SECTION**

The Quality/Performance Section of the proposal shall, for each of the topics below, provide:

- Description of bidder's method/manner of meeting the minimum requirement or criteria; and
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

### **A. Quality improvement program**

The Contractor shall establish a comprehensive emergency medical services system quality improvement (QI) program meeting the requirements of 19 CSR 30-40 and nationally accepted guidelines.

The program shall be an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer service practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled.

Desirable features for the QI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education.

**B. Written quality improvement plan**

The Contractor shall develop and implement, a provider-specific written QI plan. It shall include indicators which address, but are not limited to, the following:

- Personnel
- Equipment and supplies
- Documentation
- Clinical care and patient outcome
- Skills maintenance/competency
- Transportation/facilities
- Public education and prevention
- Risk management

This plan shall be submitted to the City of Sedalia/Pettis County for approval.

In addition, the Contractor shall:

- Review its QI program annually for appropriateness to the Contractor's operation and revise as needed;
- Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the Contractor's medical director.
- Provide the City of Sedalia/Pettis County with an annual update, from date of approval and annually thereafter, on the Contractor's QI program. The update shall include, but not be limited to, a summary of how the Contractor's QI program addressed the program indicators.

If the State of Missouri EMS Bureau promulgates regulations or guidelines that address EMS quality improvement planning or activities, the Contractor shall amend its plan to comply with these requirements.

- Describe your organization’s continuous quality improvement program, including training for personnel.

**Minimum Requirement:**

- Develop a plan meeting the above requirements.
- Comply with City/County QI annual update requirements.

**C. Inquiries and complaints**

The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

- Describe your inquiry and complaint management system. Include cycle times for in-process measures (i.e., length of time from initial call to time of contacting complainant, etc.).

**D. Incident reports**

The Contractor shall complete an incident or unusual occurrence report within 48 hours for personnel involved in an unusual occurrence. The Contractor shall immediately notify the Sedalia-Pettis County Emergency Management Agency of potential violations of the Missouri Department of Health and Senior Services and Missouri Code of Regulations.

- Describe or provide your organization’s incident reporting and tracking policy and procedures.

**Minimum Requirement:**

- Cooperate fully with the City of Sedalia/Pettis County and/or the Missouri EMS Bureau in the investigation of an incident or unusual occurrence.

**4.5 DATA AND REPORTING SECTION**

The Data and Reporting Section of the proposal shall include:

- Description of bidder’s method/manner of meeting the minimum requirement or criteria; and
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

**4.5.1 Use and reporting responsibilities**

The Contractor shall provide computer aided dispatch data to the City/County, in an electronic format acceptable to the City of Sedalia/Pettis County, when requested. Computer aided dispatch (CAD) data will include, as a minimum, records for all

emergency ambulance requests received at the Contractor's dispatch center. Each computer aided dispatch record submitted to the City of Sedalia/Pettis County will, as a minimum, contain the data fields required by the Contractors Dispatch Center.

**Minimum Requirements:**

- Complete, maintain, and when requested provide to the City of Sedalia/Pettis County copies of:
  - Dispatch center CAD records, if requested by the EMS Committee
  - Pre-hospital care data, if requested by the EMS Committee
  - Equipment failure reports.
  - Number of emergency responses and transports.
  - A complete listing of all service complaints received and their disposition/resolution
  - Continuous QI program reports.
- Provide the requested information to the EMS Committee within 2 business days, unless an otherwise agreed upon time has been established.

**4.5.2 Pre-hospital care reports and penalties**

Immediate availability of pre-hospital care information is mandatory for quality patient care. The Contractor shall provide documentation as approved by the EMS Medical Director to hospital personnel prior to leaving the facility. The minimum City of Sedalia/Pettis County requirement is appropriate documentation being left at the hospital 90% of the time.

**Minimum Requirement:**

- Comply with documentation requirements.

**4.5.3 Audits and inspections**

The Contractor shall retain and make available for inspection by the City of Sedalia/Pettis County during the term of the contract and for at least a three-year period from expiration of the contract all documents and records required and described herein.

At any time during normal business hours, and as often as may reasonably be deemed necessary, the City of Sedalia/Pettis County's representatives, may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit, all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by the contract.

The City of Sedalia/Pettis County representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.

The City of Sedalia/Pettis County's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

**Minimum Requirement:**

Agree to audits and inspections required by the County.

**4.6 FINANCIAL AND ADMINISTRATIVE SECTION**

The Financial and Administrative Section of the proposal shall, for each of the topics below, provide:

- Budget Format—found in Attachment J of this RFP.
- Ambulance Rates—found in Attachment K of this RFP.
- Charge Scenarios—found in Attachment L of this RFP.
- Description of bidder's method/manner of meeting the minimum requirement or criteria.
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

The City of Sedalia/Pettis County's current rate structure is shown in Attachment O. Proposed cost increases will be carefully scrutinized relative to increased value.

**4.6.1 Budget**

To fulfill this requirement, the bidder shall provide complete information on the full costs of its proposed service. Information shall include the bidder's ambulance system operational budgets for each year of the first three years of operation.

Additionally, the bidder shall provide complete information on its projected revenue from ambulance service billing for each of the first three years. If revenue from ambulance service billing does not cover costs of operations, the bidder shall document its projected source of revenue to offset such loss and shall detail the bidder's projected time frame to recoup losses. "Full Cost" shall mean all costs attributable to the provision of service.

Submit a completed "Proposed Operating Budget" (found in of Attachment I this RFP), one for each of the first three years of the contract.

**4.6.2 Proposed ambulance charges**

The rates approved at time of contract execution shall remain in effect until approved by the EMS Committee.

- Submit the completed form “Proposed Ambulance Rates” (found in Attachment J of this RFP).
- Submit the completed form “Charge Scenarios” (found in Attachment K of this RFP).

#### **4.6.3 Performance security**

The Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract, performance security in one of the following methods acceptable to the City of Sedalia/Pettis County. The amount of the security will be in the amount of \$50,000.00

The performance security shall be in the form of one of the following methods or a combination of these methods:

- Performance Bond – A performance bond issued by an admitted surety licensed in the State of Missouri acceptable to the City of Sedalia/Pettis County provided that the language of such performance bond shall recognize and accept the contract requirement for immediate release of funds to the City of Sedalia/Pettis County upon determination by the City of Sedalia/Pettis County that the Contractor is in major breach of the Contract and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the City of Sedalia/Pettis County; or
- An Irrevocable Letter of Credit issued by a bank or other institution acceptable to the City of Sedalia/Pettis County in a form acceptable to the City of Sedalia/Pettis County, which shall recognize and accept the contract requirement for immediate payment of funds to the City of Sedalia/Pettis County upon determination by the City of Sedalia/Pettis County that the Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City of Sedalia/Pettis County. Real property may be used by a bank to provide the financial resources for credit required under this section.
- A combination of the above methods that is acceptable to the City of Sedalia/Pettis County.

The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon 30 calendar days written notice to the City of Sedalia/Pettis County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than 20 days following the commencement of the 30-day notice period, provide the City of Sedalia/Pettis County with replacement security in a form acceptable to the City of Sedalia/Pettis County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the Contractor shall provide

replacement security acceptable to the City of Sedalia/Pettis County within 20 days of such occurrence.

In addition, if the City of Sedalia/Pettis County determines that a major breach has occurred, and if the nature of the breach is, in the City of Sedalia/Pettis County's opinion, such that public health and safety are endangered, and after the Contractor has been given notice and reasonable opportunity to correct such deficiency, the Contractor shall cooperate completely and immediately with City of Sedalia/Pettis County to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours after finding of major breach by City of Sedalia/Pettis County, in accordance with Section 5.1.5.

Failure of the successful bidder to meet these performance security requirements after the successful bidder has been selected, and prior to contract start date, shall result in forfeiture of the award.

**Minimum Requirements:**

- Accept the requirements for performance security.
- Accept the Lien/Assumption of Assets procedure.
- Identify the source of performance security you will use.

**4.6.4 Insurance**

The Contractor, at its sole cost and expense, shall obtain, maintain, and comply with all City of Sedalia/Pettis County insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to City of Sedalia/Pettis County Counsel.

If the Contractor utilizes one or more subcontractors in its performance under this RFP, the Contractor shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of the Contractor in this RFP.

**A. Types of Insurance and Minimum Limits**

**General Liability.** The Contractor shall obtain and keep in force during the term of the contract general liability insurance issued by an insurance company authorized to do business in the State of Missouri or a statutorily permissible self insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of Missouri, or the United States. Said comprehensive or commercial general liability shall be in the sum of not less than:

- \$1 million general liability insurance, and;
- \$2 million for liability in the aggregate and;
- \$3 million umbrella policy, including coverage for:

- o Bodily injury
- o Personal injury
- o Broad form property damage
- o Contractual liability
- o Cross-liability.

**Professional Liability.** The Contractor shall obtain and keep in force during the term of the contract professional liability insurance issued by an insurance company authorized to do business in the State of Missouri or a statutorily permissible self insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of Missouri, or the United States. Said professional liability insurance shall be in the sum of not less than \$1 million primary coverage with \$2 million excess policy, for a combination of coverage totaling \$3 million.

**Automobile Insurance.** The Contractor shall obtain and keep in force during the term of the contract comprehensive automobile liability insurance for each of the Contractor 's vehicles used in the performance of its contract, including owned, non-owned (e.g. owned by the Contractor's employees), leased or hired vehicles issued by an insurance company authorized to do business in the State of Missouri or a statutorily permissible self insurance program, insuring the owner against loss by reason of injury or damage that may result in persons or property from negligent operation or defective maintenance, or from violation of this Chapter or any other law of the State of Missouri, or the United States. Said comprehensive automobile liability policy shall be in the sum of not less than \$1 million for combined single limit bodily injury and property damage with a \$3 million umbrella policy.

**Worker's Compensation Insurance.** All employees of the Contractor must be covered by Worker's Compensation Insurance Policy, in the minimum statutorily required coverage amounts.

## **B. Other Insurance Provisions**

**Additional Insured.** The Contractor shall maintain insurance policies for the above outlined requirements, which contain endorsements naming the City of Sedalia/Pettis County as additional insured for general liability, professional liability, and auto liability.

**Hold Harmless.** The Contractor shall indemnify, defend and hold harmless the City of Sedalia/Pettis County, its officers, agents and employees from all claims, demands or liability arising out of or encountered in connection with this agreement or performance under it, whether such claims, demands, or liability are caused by provider, provider's agent or employees, excepting only such injury or harm as may be caused by City of Sedalia/Pettis County's fault or negligence. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the contract requiring a 30-day notice to be given to the Permit Officer prior to cancellation, modification or reduction in limits.

**Evidence of Insurance.** Prior to the starting date of the contract and during the term of the contract, a Certificate of Insurance indicating compliance with all insurance requirements shall be filed with the Sedalia-Pettis County Emergency Management Agency

**Minimum Requirement:**

Comply with the City of Sedalia/Pettis County’s insurance requirements.

**4.6.5 Business office, billing and collection system**

The Contractor shall utilize a billing and collections system that is well documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare and Medicaid billing claims.

- Describe your billing and collection system.
- Provide a copy of a late notice.
- Describe how your organization evaluates and improves the billing and collection system. Give at least one example of system improvement in the past year.

**4.6.6 Annual financial audit**

The Contractor shall provide to the City of Sedalia/Pettis County annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting principles and approved by a certified public accountant. Statements shall be available to the City of Sedalia/Pettis County within 120 calendar days of the close of the Contractor’s fiscal year. If the Contractor’s financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for operations within the City of Sedalia and Pettis County shall be required and shall be subject to the independent auditor’s opinion.

**Minimum Requirement:**

Provide the City of Sedalia/Pettis County an annual audited financial statement according to the requirements identified.

**4.7 COMMUNITY EDUCATION/PREVENTION**

The Community Education/Prevention Section of the proposal shall, for each of the topics below, provide:

- Description of bidders method/manner of meeting the minimum requirement or criteria; and
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

**4.7.1 EMS training programs**

The Contractor shall participate in the training programs for fire departments and other first responder organizations. These shall include joint training exercises and providing of instructors for training courses, evaluators for EMT and first responder testing, and similar activities. The Contractor may conduct EMT-B training and certification programs.

- Describe your current role in pre-hospital training programs.
- Identify your plan for participating in training programs in City of Sedalia and Pettis County.
- Describe your intended policy for participation in community service programs.

## **Section 5: Other Contract Language**

### **5.1 Contract termination**

#### **5.1.1 Without cause**

Either party may terminate this contract at any time without cause upon 180-calendar days advance written notice to the other party. Prior to giving such notice, the terminating party shall notify the other party of its intention to terminate and shall allow the other party an opportunity to meet and confer with the terminating party concerning such notice of termination.

#### **5.1.2 Minor breach**

Except for specific penalties as described in Section 5.1.3, The City of Sedalia/Pettis County may impose a penalty as stated previously in sections 4.2 and 5.1 “Minor breaches” shall be defined as failure to fulfill any of the terms and conditions of this contract, which do not amount to a major breach, as that term is defined in Section 5.1.4.

In addition, failure to comply with the response time performance requirements for two consecutive calendar months, or for any three months in a calendar year, shall be a minor breach of this contract. Before fines for a minor breach are imposed, the City of Sedalia/Pettis County shall give Contractor written notice of the alleged minor breach and 30 days to cure the breach or otherwise respond to the allegations of breach.

#### **5.1.3 Specific penalties**

The City of Sedalia/Pettis County may impose a penalty, as specified in previous sections. Contractor will pay City of Sedalia/Pettis County monthly for any penalties upon receipt and acceptance by City of Sedalia/Pettis County of performance reports with penalties identified for the previous calendar month.

If Contractor disputes City of Sedalia/Pettis County’s response time calculation, or the imposition of any other penalties, Contractor may appeal to the Sedalia-Pettis County Emergency Management Agency in writing within ten working days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The EMS Committee shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, reduction or suspension of the penalty in writing to Contractor within 30 working days of receipt of such requests and advise of the determination of such review.

#### **5.1.4 Termination for cause**

The City of Sedalia/Pettis County or the Contractor may terminate this contract at any time for cause or for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.

“Major breach” shall include, but not be limited to:

- Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables City of Sedalia/Pettis County and Contractor to remain in substantial compliance with the requirements of federal, and State, laws, rules and regulations;
- Willful falsification of information supplied by Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to this contract;
- Chronic or persistent failure of Contractor’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor;
- Failure to comply with these response time performance requirements for three consecutive calendar months, or for any four months in a calendar year, shall be a major breach of this contract;
- Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to this RFP.
- Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor’s submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by City of Sedalia/Pettis County as provided for herein;
- Chronic or persistent failure to comply with conditions stipulated by City of Sedalia/Pettis County to correct any minor breach conditions;
- Failure of Contractor to cooperate and assist City of Sedalia/Pettis County in the investigation or correction of any minor or major breach of the terms of this contract;
- Failure by Contractor to cooperate with and assist City of Sedalia/Pettis County in its takeover or replacement of Contractor’s operations after a major breach has been declared by City of Sedalia/Pettis County, as provided for herein, even if it is

later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;

- Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area (EOA) agreement if a subsequent EOA agreement with Contractor is not awarded;
- Failure to comply with required payment of fines or penalties within 30 days written notice of the imposition of such fine or penalty;
- Failure to maintain in force throughout the term of this contract, including any extensions thereof, the insurance coverage required herein;
- Failure to maintain in force throughout the term of this contract, including any extensions thereof, the performance security requirements as specified herein;
- Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the City of Sedalia/Pettis County or other oversight agency;
- Any other willful acts or omissions of Contractor that endanger the public health and safety; and
- Failure to timely prepare and submit the required annual audit.

#### **5.1.5 Declaration of major breach and takeover/replacement service**

If the EMS Committee determines that a major breach has occurred, and if the nature of the breach is, in the Committee's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor shall cooperate completely and immediately with City of Sedalia/Pettis County to effect a prompt and orderly takeover/ replacement which shall be effected within 72 hours after finding of major breach by the EMS Committee with approval from the City of Sedalia and Pettis County Commission.

Contractor will provide the ambulances and crew stations in City of Sedalia and Pettis County, in mitigation of any damages to City of Sedalia/Pettis County, resulting from Contractor's breach or failure to perform. However, during City of Sedalia/Pettis County's takeover of the ambulances and equipment, City of Sedalia/Pettis County and Contractor will be considered lessee and lessor, respectively.

#### **5.1.6 Dispute after takeover/replacement**

Contractor shall not be prohibited from disputing any finding of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/ replacement of operations by City of Sedalia/Pettis County.

Neither shall such dispute by Contractor delay the City of Sedalia /Pettis County's access to Contractor's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/ replacement process, as well as the immediate release of performance security funds to City of Sedalia/Pettis County, shall not be construed as acceptance by Contractor of the finding of major breach, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the declaration of major breach was in error. However, failure on the part of Contractor to cooperate fully with City of Sedalia/Pettis County to effect a safe and orderly takeover/replacement of services shall constitute a major breach under this contract, even if it is later determined that the original declaration of major breach was made in error.

#### **5.1.7 Breach not dangerous to public health and safety**

If the City of Sedalia/Pettis County declares Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, Contractor may dispute City of Sedalia/Pettis County's claim of major breach prior to takeover/replacement of Contractor's operations by the City of Sedalia/Pettis County.

#### **5.1.8 Liquidated damages**

The unique nature of the services that are the subject of this contract requires that, in the event of major default of a type that endangers the public health and safety, the City of Sedalia/Pettis County must restore services immediately, and Contractor must cooperate fully to effect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by the City of Sedalia/Pettis County, it would be difficult or impossible to distinguish the cost to the City of Sedalia/Pettis County of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the City of Sedalia/Pettis County during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to the City of Sedalia/Pettis County that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or the City of Sedalia/Pettis County's costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this contract. The minimum amount of these additional costs to the City of Sedalia/Pettis County (e.g., costs in excess of those that would have been incurred by the City of Sedalia/Pettis County if the default had not occurred) could be not less than

\$250,000 even assuming the City of Sedalia/Pettis County’s takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared major breach, Contractor shall pay the City of Sedalia/Pettis County liquidated damages in the amount of \$250,000

**5.1.9 City/County responsibilities**

In the event of termination, the City/County shall be responsible for complying with all laws, if any, respecting reduction or termination of emergency medical services.

**5.2 “Lame Duck” provision**

If the contractor fails to win the bid in a subsequent bid cycle, the city/county shall depend upon the contractor to continue provision of all services required under this contract until the winning contractor takes over operations. Under these circumstances, Contractor would, for a period of several months, serve as a “lame duck”. To ensure continued performance fully consistent with the requirements of this contract throughout any such “lame duck” period, the following provisions shall apply:

- Throughout such “lame duck” period, Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning contractor;
- Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor’s service and operating costs to maximize profits during the final stages of this contract; and
- Contractor may reasonably begin to prepared for transition of service to the new Contractor during the “lame duck” period, and the City/County shall not unreasonably withhold its approval of the outgoing Contractors request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractors performance during such “lame duck” period, and so long as such transition activities are prior-approved by the City/County.

|  |
|--|
| <p><b>Minimum Requirement</b><br/>Agree to City of Sedalia/Pettis County’s “lame duck” requirements.</p> |
|--|

**5.3 Indemnification for damages, taxes and contributions**

Contractor shall exonerate, indemnify, defend, and hold harmless City of Sedalia/Pettis County from and against;

- Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which the City of Sedalia/Pettis County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Contractor’s performance

under the terms of this contract, excepting any liability arising out of the sole negligence of the City of Sedalia/Pettis County. Such indemnification includes any damage to the person(s), or property(ies) of contractor and third persons.

- Any and all federal, state and local taxes, charges, fees, or contributions required to be paid with respect to contractor and contractor officers, employees and agents engaged in the performance of this contract (including, without limitation, unemployment insurance, and social security and payroll tax withholding).

#### **5.4 Equal employment opportunity**

During and in relation to the performance of this contract, Contractor agrees as follows:

- Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other non-merit factor unrelated to job duties.

In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with the City/County. Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this contract by a subcontractor compensated more than \$50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **5.5 Independent contractor status**

Contractor is an independent contractor and not an employee of the City of Sedalia/Pettis County. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. The City/County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein

#### **5.6 Non-assignment and non-delegation**

Contractor shall not assign or delegate this contract without the prior written consent of the City of Sedalia/Pettis County.

**5.7 Retention and audit of records**

Contractor shall retain records pertinent to this contract for a period of not less than five years after final payment under this contract or until a final audit report is accepted by the City of Sedalia/Pettis County, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by an independently selected auditor by the City of Sedalia/Pettis County, the Auditor of the State of Missouri, or the designee of either for a period of five years after final payment under this contract.

# ATTACHMENTS

## Attachment A: Proposal identification

### PROPOSAL TO PROVIDE EMERGENCY AMBULANCE SERVICES TO THE CITY OF SEDALIA AND PETTIS COUNTY MISSOURI (2010)

**\*\*\*THIS FORM MUST APPEAR ON THE FRONT OF THE PROPOSAL\*\*\***

This is a proposal to contract with the City of Sedalia and Pettis County to provide emergency advanced life support ambulance service with the exclusive operating area of the City of Sedalia and Pettis County in areas not already covered by existing ambulance services.

Name of Bidder: \_\_\_\_\_

dba: \_\_\_\_\_

Legal Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

E-Mail: \_\_\_\_\_

**OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION**

|                |                |
|----------------|----------------|
| RFP Number     |                |
| Date Received: | Time Received: |
| Received By:   |                |
| Title:         |                |

**Attachment B: Statement of intent and affirmation**

In submitting this proposal/offer, \_\_\_\_\_ hereafter referred to as “bidder”, hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP).

Further, bidder certifies the completeness and accuracy of all information contained in the bidder's response to the RFP and supplied to the City of Sedalia and Pettis County during the RFP process. This shall constitute a warranty, the falsity of which shall entitle the City of Sedalia/Pettis County to pursue any remedy authorized by law, which shall include the right, at the option of the City of Sedalia/Pettis County, of declaring any contract made as a result thereof to be void.

The bidder's proposal constitutes a firm and binding offer by the bidder to perform the services as stated. This offer shall remain open and may be accepted by the City of Sedalia/Pettis County until 180 days after the deadline for submission of proposals under the RFP.

Bidder further affirms that bidder will meet or exceed request for proposal specifications unless exceptions have been specifically noted in the proposal.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responding organization

\_\_\_\_\_  
By: Signature (authorized representative)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

State of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 2010 before me, the undersigned, a Notary Public in and for the said County and State, personal appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged the he/she executed the same has his/her free act and deed. Witness my hand and Notary Seal subscribed ad affixed in said County and State the day and year above written.

\_\_\_\_\_  
Notary Public  
(Seal)

My Commission Expires  
\_\_\_\_\_

**Attachment C: Investigative authorization–company**

The undersigned organization, a prospective bidder to provide emergency advanced life support ambulance service for the City of Sedalia/Pettis County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the City of Sedalia/Pettis County, or its agents. The company specifically agrees that the City of Sedalia/Pettis County or its agency may conduct an investigation into, but not limited to the following matters:

1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the City of Sedalia/Pettis County's selection decision.
2. The company's current business practices, including employee compensation and benefits arrangements, pricing practices, billing and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the company toward the company's services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company's past work, as well as other units of local government with which the company has dealt in the past.
4. Other business in which company owners and/or other key personnel in the company currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation.

This authorization shall expire six months from the date of the signature.

**AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY  
GIVEN BY THE COMPANY**

---

Date

\_\_\_\_\_  
Organizations

\_\_\_\_\_  
By: Signature (authorized representative)

\_\_\_\_\_  
Names (printed)

\_\_\_\_\_  
Title

State of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 2010 before me, the undersigned, a Notary Public in and for the said County and State, personal appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged the he/she executed the same has his/her free act and deed. Witness my hand and Notary Seal subscribed ad affixed in said County and State the day and year above written.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires

\_\_\_\_\_

**Attachment D: Investigative authorization–individual**

The undersigned, being \_\_\_\_\_ (title) for \_\_\_\_\_ (Company), which is a bidder to provide emergency and advanced life support ambulance service to the City of Sedalia/Pettis County, recognizes that public health and safety requires assurance of safe, reliable, and cost efficient ambulance service. In order to judge this bid, it is necessary to require an inquiry into matters which are deemed relevant by the City of Sedalia/Pettis County or its agents, such as, but not limited to, the character, reputation, and competence of the company’s owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, financial stability, and general background, and specifically agrees that the City of Sedalia/Pettis County, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire six (6) months from the signature date.

**AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Individual name (typed)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2010 before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires \_\_\_\_\_

**Attachment E: Acceptance of minimum requirements**

The Authorized Representative of the bidder must initial each area of agreement or disagreement with minimum requirements and must sign the final page.

| Agree | Disagree | Minimum Requirements  |
|-------|----------|---|
|       |          | Keep a current deployment plan on file with the Sedalia-Pettis County Emergency Management Agency. <b>(4.1.2)</b>   |
|       |          | Redeploy or add ambulance hours if response time performance standard is not met. <b>(4.1.2)</b>  |
|       |          | Ensure all operational policies meet or exceed State, or federal laws, statues, and policies. <b>(4.2)</b>  |
|       |          | Accept the City of Sedalia/Pettis County response time performance standards for response to emergency requests. <b>(4.2.1)</b>   |
|       |          | Accept the response time exception procedure. <b>(4.2.1)</b>  |
|       |          | Agree to calculate response times as defined by the City of Sedalia/Pettis County. <b>(4.2.1)</b>   |
|       |          | Accept definition of applicable calls. <b>(4.2.1)</b>   |
|       |          | Accept penalty for failure to meet response time standards. <b>(4.2.1)</b>  |
|       |          | Accept penalty for failed response. <b>(4.2.1)</b>  |
|       |          | Agree to report these calls as required by the City of Sedalia/Pettis County. <b>(4.2.1)</b>  |
|       |          | Accept penalties for failure to provide data necessary to determine response time compliance. <b>(4.2.1)</b>  |
|       |          | Provide monthly performance reports in the required format, including identifying emergency calls that did not meet response time standard, ALS staffing standard or the response time data requirement. <b>(4.2.1)</b> |
|       |          | Identify causes of performance failures and document efforts to eliminate these problems. <b>(4.2.1)</b>  |
|       |          | Notify the City of Sedalia/Pettis County of any major regulatory actions against the Contractor. <b>(4.2.1)</b>   |
|       |          | Accept dispatch requirements. <b>(4.2.2)</b>  |

|  |  |  |
|--|--|--|
|  |  | Accept communication requirements. <b>(4.2.2)</b>  |
|  |  | Actively participate with the City of Sedalia/Pettis County in disaster planning. <b>(4.2.4)</b>   |
|  |  | Designate a representative to regularly attend meetings and be the liaison for disaster activities. <b>(4.2.4)</b>   |
|  |  | Provide field personnel and transport resources for participation in City of Sedalia/Pettis County disaster drills. <b>(4.2.4)</b>   |
|  |  | Ensure that personnel meet or exceed clinical/operational standards established by the State of Missouri. <b>(4.3.1)</b>   |
|  |  | Accept ambulance staffing and clinical standards. <b>(4.3.1)</b>   |
|  |  | Agree to report any failure as required by the City of Sedalia/Pettis County. <b>(4.3.1)</b>   |
|  |  | Develop a QI plan meeting the requirements of the RFP. <b>(4.4)</b>  |
|  |  | Comply with City of Sedalia/Pettis County QI reporting on a annual basis. <b>(4.4)</b>   |
|  |  | Cooperate fully with the City of Sedalia/Pettis County and/or the Missouri EMS Bureau in the investigation of an incident or unusual occurrence. <b>(4.4)</b>  |
|  |  | Utilize a system that allows for timely transmission of required data elements to the City of Sedalia/Pettis County allowing full integration of data, countywide. <b>(4.5.1)</b>  |
|  |  | Complete, maintain, and when requested provide to the City of Sedalia/Pettis County copies of: <ul style="list-style-type: none"> <li>• Dispatch center CAD records</li> <li>• Pre-hospital care data</li> <li>• Equipment failure reports</li> <li>• Number of emergency responses and transports</li> <li>• A complete listing of all service complaints received and their disposition/resolution</li> <li>• Continuous Quality Improvement program reports <b>(4.5.1)</b></li> </ul> |
|  |  | Agree to audits and inspections required by the City of Sedalia/Pettis County. <b>(4.5.3)</b>  |
|  |  | Agree to: <ul style="list-style-type: none"> <li>• Requirements for performance security</li> <li>• Lien/Assumption of Assets procedure</li> <li>• Identity of source for performance security <b>(4.6.3)</b></li> </ul>   |
|  |  | Comply with the City of Sedalia/Pettis County's insurance requirements <b>(4.6.4)</b>  |

|  |  |   |
|--|--|---|
|  |  | Provide the City of Sedalia/Pettis County an annual audited financial statement according to the requirements identified <b>(4.6.6)</b> |
|  |  | Agree to the contract termination language <b>(5.1)</b>   |
|  |  | Agree to the City of Sedalia/Pettis County's "lame duck" requirements. <b>(5.2)</b>   |

**Acceptance of Minimum Requirements**

\_\_\_\_\_

Date

\_\_\_\_\_

Organization

\_\_\_\_\_

By: Signature (authorized representative)

\_\_\_\_\_

Name (printed)

\_\_\_\_\_

Title

**Attachment F: Acceptance of contract language**

The applicant will be required to enter into a contract containing the contracted provisions shown in Section 5, in addition to provisions setting forth the services to be provided by the applicant. Inability or unwillingness to meet these terms may be grounds for disqualification.

Any proposed changes to the proposed contract language must be identified as part of the proposal, using a “strikeover/underline” method. No proposed changes to these contract sections, which are not submitted as part of the proposal will be considered.

**NOTE:** Agreement to the contract language related to contract termination (Section 5.1) and “lame duck” requirements (Section 5.2) are a minimum requirement.

Does \_\_\_\_\_ accept the proposed (name of bidder) contract language?

Yes    No\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

\_\_\_\_\_  
By: Signature (authorized representative)

\_\_\_\_\_  
Names (printed)

\_\_\_\_\_  
Title

\* If the applicant does not accept the proposed language, alternative language must be submitted, as described above.

**Attachment G: EMT-Paramedic compensation package**

Bidder

| <b>Hourly Wage (Straight Time)</b> | <b>New Employee</b> | <b>After 2 Years Employment</b> | <b>After 5 Years Employment</b> |
|------------------------------------|---------------------|---------------------------------|---------------------------------|
| <b>Lowest</b>                      |                     |                                 |                                 |
| <b>Highest</b>                     |                     |                                 |                                 |
| <b>Median</b>                      |                     |                                 |                                 |

Additional information may be requested by the City of Sedalia/Pettis County.

**Attachment H: EMT-Basic compensation package**

Bidder

| <b>Hourly Wage (Straight Time)</b> | <b>New Employee</b> | <b>After 2 Years Employment</b> | <b>After 5 Years Employment</b> |
|------------------------------------|---------------------|---------------------------------|---------------------------------|
| <b>Lowest</b>                      |                     |                                 |                                 |
| <b>Highest</b>                     |                     |                                 |                                 |
| <b>Median</b>                      |                     |                                 |                                 |

Additional information may be requested by the City of Sedalia/Pettis County.

**Attachment I: Proposed operating budget**

**BIDDER:** \_\_\_\_\_

**EXPENSES**

|                                    |           |
|------------------------------------|-----------|
| <b>Personnel</b>                   |           |
| <b>EMT-P's</b>                     |           |
| • Wages                            | \$        |
| • Benefits                         | \$        |
| <b>EMT-B's</b>                     |           |
| • Wages                            | \$        |
| • Benefits                         | \$        |
| <b>Dispatchers (If applicable)</b> |           |
| • Wages                            | \$        |
| • Benefits                         | \$        |
| <b>Other Personnel</b>             |           |
| • Wages                            | \$        |
| • Benefits                         | \$        |
| <b>SUBTOTAL</b>                    | <b>\$</b> |
|                                    |           |
| <b>Vehicles</b>                    |           |
| • Fuel                             | \$        |
| • Repair and Maintenance           | \$        |
| • Equipment Lease/Depreciation     | \$        |
| <b>SUBTOTAL</b>                    | <b>\$</b> |
|                                    |           |
| <b>Medical Equipment/Supplies</b>  |           |
| • Supplies                         | \$        |

|                                |    |
|--------------------------------|----|
| • Equipment lease/depreciation | \$ |
| • Maintenance and repair       | \$ |
| <b>SUBTOTAL</b>                | \$ |
|                                |    |
| <b>Other</b>                   |    |
| • Rents and leases             | \$ |
| • Insurance                    | \$ |
| • Utilities and telephone      | \$ |
| • Office supplies and postage  | \$ |
| • Professional services        | \$ |
| • Taxes                        | \$ |
| •                              | \$ |
| •                              | \$ |
| •                              | \$ |
| •                              | \$ |
| •                              | \$ |
| <b>SUBTOTAL</b>                | \$ |
|                                |    |
| <b>Total Expenses</b>          | \$ |
|                                |    |

**REVENUES**

|                                      |    |
|--------------------------------------|----|
| <b>Patient Charges</b>               |    |
| • Private payments                   | \$ |
| • Medicaid                           | \$ |
| • Medicare                           | \$ |
| • Other third party payments         | \$ |
| <b>SUBTOTAL</b>                      | \$ |
| • Other Sources of revenue (specify) | \$ |
| •                                    | \$ |
| •                                    | \$ |
| •                                    | \$ |

|  |    |
|--|----|
| <b>TOTAL REVENUE</b>                                   |    |
| <b>Net income (total revenue minus total expenses)</b> | \$ |

**Basis for Revenue Projections**

| <b>Source of Payment</b> | <b>Annual Number of Transports</b> | <b>%</b> | <b>Average Payment/Transport</b> | <b>Annual Revenue</b> |
|--------------------------|------------------------------------|----------|----------------------------------|-----------------------|
| Private                  |                                    |          |                                  |                       |
| Medicaid only            |                                    |          |                                  |                       |
| Medicare/Medicaid        |                                    |          |                                  |                       |
| Medicare Only            |                                    |          |                                  |                       |
| Other _____              |                                    |          |                                  |                       |
| No Payment               |                                    |          | 0                                | 0                     |
| <b>Total</b>             |                                    | 100.00%  | \$                               | \$                    |

**Attachment J: Proposed ambulance rates**

The undersigned company, a prospective bidder to provide emergency and advanced life support ambulance service for the City of Sedalia and Pettis County, recognizes that public health and safety requires assurances of safe, reliable, and cost-efficient ambulance service.

|               |  |
|---------------|--|
| <b>Bidder</b> |  |
|---------------|--|

**Proposed Ambulance Rates**

| <b>Advanced Life Support</b> |                  | <b>Basic Life Support</b> |                  |
|------------------------------|------------------|---------------------------|------------------|
| Emergency base rate          | \$               | Emergency base rate       | \$               |
| Emergency response           | \$               | Emergency response        | \$               |
| Night charge                 | \$               | Night charge              | \$               |
| I.V. therapy                 | \$               | I.V. therapy              | \$               |
| Universal precautions        | \$               | Universal precautions     | \$               |
| Mileage                      | \$_____ per mile | Mileage                   | \$_____ per mile |

**Attach a list of any other specific charges proposed.**

**Proposed ambulance rates (page 2)**

**Medicare**

Do you accept Medicare assignment?      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Definition: Reference: HCFA – 460 Form

**Medicare Participating Physician or Supplier Agreement Meaning of Assignment-**

For purpose of this agreement, accepting assignment of Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

\_\_\_\_\_  
By: Signature (authorized representative)

\_\_\_\_\_  
Names (printed)

\_\_\_\_\_  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 2010 before me, the undersigned, a Notary Public in and for the said County and State, personally appears

\_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires \_\_\_\_\_

**Attachment K: Charge scenarios**

|               |  |
|---------------|--|
| <b>Bidder</b> |  |
|---------------|--|

*Charges are to be based on the rate schedule submitted in this proposal. If an item is included in the base rate, or if there is no charge for an item, indicate this on the form. Identify additional specific charges ( e.g., charges to perform any of the identified skills) or routine charges (e.g., infection control charge) in the blanks provided. The total shall reflect all specific and routine charges that a patient in this type of scenario would be billed.*

**SCENARIO #1:** A 56 year-old male is complaining of chest pain. This call occurs at 2:00 a.m. and the patient’s home is 3 miles from the hospital, inside the city limits of Sedalia.

**NOTE:** Please list any charge items that may be used during this type of response, i.e. oxygen, cardiac monitor, transport charge etc.

|           |    |
|-----------|----|
| Total     | \$ |
| Base Rate | \$ |
|           | \$ |
|           | \$ |
|           | \$ |
|           | \$ |
|           | \$ |
|           | \$ |
|           | \$ |
|           | \$ |
|           | \$ |
|           | \$ |



**Attachment L: Documents available for review**

Any documents the bidder feels is appropriate may be requested from:

Dave Clippert  
Sedalia-Pettis County EMA  
319 S Lamine, Suite B10  
Sedalia, MO 65301

Phone: (660) 827-4800  
[ema@pettiscomo.com](mailto:ema@pettiscomo.com)

**Attachment M: Sedalia-Pettis County current emergency ambulance rates**

**Maximum rates for basic life support (BLS) services (as of 1 May, 2010)**

|           |          |
|-----------|----------|
| Base Rate | \$550.00 |
| Mileage   | \$10.50  |

**Maximum rates for advanced life support (ALS) services (as of 1 May, 2010)**

|           |          |
|-----------|----------|
| Base Rate | \$650.00 |
| Mileage   | \$10.50  |

## Attachment N: Definitions

|  |   |
|--|---|
| <b>Advanced Life Support (ALS)</b>           | Special services designed to provide definitive pre-hospital emergency medical care as defined in Missouri Department of Health and Senior Services   |
| <b>Advanced Life Support (ALS) Ambulance</b> | An ambulance that has at the minimum, one EMT P and one EMT-B as defined in by the Missouri Department of Health and Senior Services and standard equipment to provide ALS service to patients.   |
| <b>Ambulance</b>                             | Any vehicle specially constructed, modified or equipped and used for transporting a sick, injured, convalescent, infirmed or otherwise incapacitated person.  |
| <b>Basic Life Support (BLS)</b>              | Those medical services that may be provided within the scope of practice of a person certified as an EMT-B as defined by the Missouri Department of Health and Senior Services  |
| <b>Basic Life Support (BLS) Ambulance</b>    | An ambulance staffed by at least two individuals, one of whom must be certified at or above the level of an EMT-B as defined the Missouri Department of Health and Senior Services and standard equipment to provide only basic life support at the scene of a medical emergency and during transport of a patient(s) experiencing a medical emergency. |
| <b>CQI</b>                                   | Continuous quality improvement.   |

|  |   |
|--|---|
| <b>Emergency</b>   | As defined by the Missouri Department of Health and Senior Services emergency means a condition or situation in which an individual has a need for immediate medical attention, or where emergency medical personnel or a public safety agency perceives the potential for such need.                             |
| <b>Emergency Call</b>  | A request for service for a perceived or actual life threatening condition, as determined by dispatch personnel, in accordance with EMS Agency policy and dispatch protocols, requiring the immediate dispatch of an ambulance with use of red lights and siren.  |
| <b>Emergency Medical Dispatch (EMD)</b>                              | A series of components that allow the dispatcher to triage calls, send appropriate resources with the appropriate response, and provide pre-arrival instructions if needed.   |
| <b>Emergency Medical Dispatch - Medical Director</b>                 | A person who is licensed as a physician in the State of Missouri, board certified or qualified in emergency medicine; who possesses knowledge of emergency medical systems in Missouri and who provides emergency medical dispatch medical direction to the emergency medical dispatch provider agency.           |
| <b>Emergency Medical Services System Quality Improvement Program</b> | Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care. |
| <b>Emergency Medical Technician-Basic (EMT-B)</b>                    | As defined by the Missouri Department of Health and Senior Services   |
| <b>Emergency Medical Technician Paramedic (EMT-P)</b>                | As defined by the Missouri Department of Health and Senior Services   |

|                                       |  |
|---------------------------------------|--|
| <b>Exclusive Operating Area (EOA)</b> | An EMS area in the City of Sedalia and Pettis County that restricts operations to one or more emergency advanced life support ambulance providers as defined by the Missouri Department of Health and Senior Services  |
| <b>First Responder</b>                | A fire department vehicle or police vehicle with personnel capable of providing appropriate pre-hospital care.   |
| <b>HIPAA</b>                          | Health Insurance Portability and Accountability Act of 1996.   |
| <b>Medical Direction</b>              | Direction given to ambulance personnel by a base hospital physician through direct voice contact or through an approved M.I.C.N., as required by applicable medical protocols.   |
| <b>Medical Director</b>               | A physician with experience in emergency medical systems who provides medical oversight to the EMS System,.  |
| <b>Non-Emergency Call</b>             | Immediate dispatch of an ambulance, without use of red lights and sirens in accordance with an Emergency Medical Dispatch system and priority dispatch assignment approved by the EMS Agency.  |
| <b>Percentage Response Time</b>       | A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. |