

The Procurement Division of Knox County, Tennessee will receive sealed proposals for the provision of **Emergency Medical Services** as specified herein. Proposals must be received by **2:00 p.m.** on **September 12, 2023**. Late proposals will neither be considered nor returned.

**Deliver Proposals To:**

**Proposal Number 3454  
Knox County Procurement Division  
Suite 100  
1000 North Central Street  
Knoxville, Tennessee 37917**

**The Proposal Envelope/Box must show the Company Name, Proposal Number, Proposal Name & Proposal Closing Date.**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Jay Garrison, CPPO, CPPB, Procurement Coordinator, at 865.215.5767 or emailed to [jay.garrison@knoxcounty.org](mailto:jay.garrison@knoxcounty.org). If you have not heard from the Buyer in a reasonable amount of time, please call for further assistance. Information about the Knox County Procurement Division and current bids may be obtained on the internet at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement).
- 1.2 ACCEPTANCE:** Proposers shall hold all pricing and percentages proposed firm and subject to acceptance by Knox County for a period of one hundred eighty (180) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1.866.858.4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>. **Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.4 AWARD:** Award will be made to the most responsive, responsible proposer meeting specifications, and which presents the product and/or service that is in the best interest of Knox County. Knox County reserves the right to award this proposal on an all-or-none basis. Knox County also reserves the right to not award this proposal. The evaluation criteria are listed herein.
- 1.5 BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program, please contact:

Diane Woods, CPPB  
Administrator of Business Outreach  
Telephone: 865.215.5760  
Fax: 865.215.5778  
Email: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.6 CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regard to solicitations and closures:

- If the Mayor closes the administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
- Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.

- Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.

- 1.7 **CONFLICT OF INTEREST:** Proposers must have read and complied with the "Non-Conflict of Interest" statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.8 **COPIES:** Knox County requires that proposals submitted by hand be submitted with one (1) marked original and one (1) exact copy. Proposers must submit with their written response an exact electronic version of their proposal on a flash drive. **Knox County requests this electronic copy version be in one (1) complete file. Do not include multiple files on the flash drive.**
- 1.9 **DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their proposal being non-responsive and disqualified.
- 1.10 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this proposal, the Knox County Procurement Division will **NOT** accept electronically transmitted proposals through the County's On-Line Procurement System. Email and facsimile submission are strictly prohibited.
- 1.11 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "KnoxBuys." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement), register as a vendor in our on-line Procurement system, "KnoxBuys," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions, please contact the Procurement Division Representative listed in Section 1.1 of this document.
- 1.12 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their proposal.
- 1.13 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.14 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.15 **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the proposer's ability.
- 1.16 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier, nor will Knox County be responsible for proposals delivered to addresses and suites other than the delivery address and Suite specified at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.

**Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**

- 1.17 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Procurement Division by **August 25, 2023 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.

- 1.18 **SIGNING OF PROPOSALS:** In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the proposal document, the proposer acknowledges and accepts the term and conditions stated in the document.
- 1.19 **TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.20 **TITLE VI OF THE CIVIL RIGHTS ACT:** “Nondiscrimination in Federally Assisted Programs”-“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” 42 U.S.C. section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.21 **USE OF PROPOSAL FORMS:** Vendors must complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
- 1.22 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders list for twenty-four (24) months.
- 1.23 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** must be registered with the Procurement Division. Please register on-line at our website at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement) and click on “Online Vendor Registration.” Vendors must be registered with the Procurement Division **prior** to submitting their proposal. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register electronically less than twenty-four (24) hours prior to the proposal closing time.
- 1.24 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public’s trust. Any exceptions taken to Section II may deem a response to be non-responsive.

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished, if requested.

Such records shall not include those books, documents and accounting records that represent the Contractor’s costs of manufacturing, acquiring or delivering the products and services governed by this agreement.

- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.

- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW/VENUE:** This agreement shall be exclusively construed, governed, and controlled by the Laws of the State of Tennessee without regard to principles of law, including conflicts of law, of any other jurisdiction, territory, country, and/or province. Any dispute arising out of or relating to this agreement shall exclusively be brought in the Chancery Court or the Circuit Court of Knox County, Tennessee. Each party consents to personal jurisdiction thereto and waives any defenses based on personal jurisdiction, venue and inconvenient forum.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County.
- Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 IRAN DIVESTMENT ACT:** By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.15 NO BOYCOTT OF ISRAEL:** Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor.

Contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Ambulance Service Agreement, (2) Request for Proposals, (3) Contractor's Response, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right offset-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed. Inspections may be announced or unannounced.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its proposal and signature that it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** Notwithstanding any other provision of this Contract to the contrary, County may terminate this Contract with or without cause, upon written notice of not less than one hundred twenty (120) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

In the event Contractor intends to interrupt or discontinue service under this Contract, Contractor agrees to give Knox County at least one hundred twenty (120) day advance written notice of said interruption or discontinuance of service prior to interrupting or discontinuing same. Any interruption or discontinuance of service without said advance notice shall constitute a material breach of this Contract.

- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at contractor's expense.

### **SECTION III SPECIAL TERMS AND CONDITIONS**

- 3.1 INTENT:** The successful vendor shall provide Emergency Medical Services for Knox County. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Knox County intends to make a Best Value Award. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein.
- The award will be made to the most responsive proposal, based upon the evaluation of the EMS Procurement Committee and subsequent approval by the Knox County Commission.
  - The proposal must meet all specified requirements and will be evaluated using the criteria detailed herein. (See Section V).
  - Knox County reserves the right to reject any and all proposals if it is deemed in the best interest of Knox County.

- 3.2 ACCEPTANCE:** Vendors are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 ADDITIONS OR DELETIONS:** Knox County reserves the right to add services as the need arises or to delete services that have become obsolete in demand. If services are to be added, Knox County and the Contractor will arrive at a mutually agreed price. Any additions or deletions must be approved in writing by Knox County Commission prior to any changes in service.
- 3.4 AGENCY CONTACTS:** The Contractor will be given a list of key personnel directly associated with the services to be performed for contact information. Only the Knox County Representative(s) will have the authority to make changes during the term of this agreement and in compliance with any resulting Contract.
- 3.5 AWARD:** The contract shall tentatively commence 00:00:01 AM, February 1, 2024, through 24:00 hours on January 31, 2029. These dates are subject to change. Upon the mutual agreement of the Contractor and Knox County, the Contract may be extended for one (1) additional five (5) year term. This may result in a total of ten (10) years. Knox County reserves the right to purchase these services/goods from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 CHANGES AFTER AWARD:** It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.7 COMMUNICATIONS:** The successful execution of this Contract will require extensive communication between all involved parties. While information may be transmitted via telephone, it should always be followed up with an email. It is essential that the Contractor have an efficient and properly working fax machine as well as email capabilities. The Contractor will be required to submit a list of individuals, along with direct phone numbers, cell phone numbers, and email addresses for the agency's contacts. These individuals must be familiar with the Knox County Contract and have authority to make adjustments as requested by Knox County.
- 3.8 COMPLIANCE WITH ALL APPLICABLE REGULATIONS:** Vendor agrees and covenants that the company, its agents and employees will comply with all City, County, State and Federal codes, laws, rules and regulations applicable to the business to be conducted under this contract. If the vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the vendor shall bear all costs arising from such work.
- 3.9 CONFIDENTIAL COUNTY DATA:** "Confidential County Data" is defined as data deemed confidential by State or Federal statute or regulation. Contractor shall ensure Confidential County Data, including backup data, is housed in the continental United States, and is encrypted at rest and in transit using the current version of the Federal Information Processing Standard (FIPS) 140-2 validated encryption technologies. Contractor shall enable, by default, Multi-Factor Authentication for any access to Confidential County Data, in accordance with the current version of National Institute of Standards and Technology (NIST) Publication 800-63-3. Upon termination of this Contract and in consultation with the County, Contractor shall destroy all Confidential County Data it holds, including any copies and backups, in accordance with the current version of National Institute of Standards and Technology (NIST) Special Publication 800-88. Contractor shall provide a written confirmation of destruction to the County within ten business days after destruction.

Contractor warrants to Knox County that it and any data centers used by the Contractor to host County data, including those of all Subcontractors, will cooperate with the County throughout the term of the Contract so that all parties will be in compliance with Knox County Information Technology's (KCIT) enterprise security policies and requirements, and any other state and federal computer security regulations including cooperation and coordination with KCIT's security management team and compliance officers required by its regulations.

Contractor agrees to maintain information systems and applications on a current, manufacture-supported Operating System, in addition to performing updates and installing patches. Operating System is defined as the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals. Contractor agrees to perform penetration tests (in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses) and vulnerability assessments (designed and executed to define, identify, and classify vulnerabilities in the processing environment) on an annual basis and remedy any weaknesses or vulnerabilities discovered.

- 3.10 CONTRACT EXECUTION:** The successful Proposer shall be required to execute a Contract. The Contract will require Knox County Commission approval. The successful Vendor(s) will be required to be present at the County Commission meeting(s) to answer questions relating to the service to be performed. Adequate notification will be given by Knox County Procurement Division regarding meetings. There shall be no cost to Knox County for attendance of the Vendor(s). Knox County will draft the Contract. If a Contractor's Master Agreements, Service Agreements, Terms and Conditions or other contract agreements are submitted, they may not be accepted.
- 3.11 CONTACT PERSONNEL:** Essential to the success of this Contract is the development of a good working relationship between the Provider and Knox County. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Vendor contacts to handle billing inquiries and service-related issues. In the event one or both contacts leave the Knox County account, the Vendor shall formally introduce the new contacts to Knox County personnel. These contacts must be knowledgeable of the County's account to avoid an interruption of service.
- 3.12 CONTRACTOR DUTIES:** At the Contractor's own expense, the Contractor shall:
- 3.12.1 Provide competent supervision;
  - 3.12.2 Provide competent personnel;
  - 3.12.3 Take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of their fault or negligence.
- 3.13 EVALUATION CRITERIA:** See Section V for detailed evaluation information. Knox County may select an Evaluation Committee for this solicitation to thoroughly review and score all submitted responsive and responsible proposals. Each evaluator will have the ability to award up to one thousand (1000) points, based on the Evaluation Criteria, per submission.
- 3.14 EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best evaluated Vendor(s). This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source.
- Knox County reserves the right to conduct written and/or oral discussions/interviews after the proposal closing. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Knox County.
- 3.15 EXCEPTIONS TO SPECIFICATIONS:** Vendors taking exception to any part or section of these specifications shall indicate such exceptions on their submittal. A failure to indicate any exception(s) shall be interpreted as the Vendor's intent to fully comply with the specifications as written. Conditional or qualified offers are subject to rejection in whole or in part. Any exceptions shall be included in Tab VI of the submittal. Do not strike through or in any other way alter the RFP. Exceptions listed within other sections of the submittal shall not be reviewed or considered.
- 3.16 GRATUITIES AND KICKBACKS:** It shall be a breach of ethical standards for any person or company to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Knox County contracts.
- 3.17 HIPAA/HITECH:** Contractor must comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act). Based on the determination of Knox County Government, the functions to be performed in accordance with this Contract may constitute Business Associate functions as defined by HIPAA.

The Contractor shall execute a business associate agreement (BAA) as required by Knox County government per HIPAA regulations in 45 C.F.R. §164.504. If a BAA is applicable, Knox County's BAA must be executed and incorporated into any contract awarded in conjunction with this solicitation. As stated in section 2.6 of this Proposal, Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services; including Tennessee Code Annotated, as amended, and Records Disposition Authorization specific to protected health information retention.

- 3.18 INSURANCE:** The successful Vendor(s) must carry the insurance as indicated on the Insurance Checklist Attachment hereto, along with any State required insurance. As proof of the Vendor's willingness to obtain and maintain the insurance, the Vendor must complete, sign and have its insurance agent sign the attachment and submit it with the proposal. Upon the Notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance (COI) including any corresponding endorsement page(s) with the specified coverage and listing Knox County as an additional insured. It shall be the successful vendor's responsibility to keep a current COI and endorsement page(s) on file with Knox County Procurement for as long as the contract is in effect.
- 3.19 INTERPRETATION:** No oral interpretation will be made to any vendor regarding the meaning of specifications or the Scope of Work. All questions are to be submitted in writing via email and will be answered in the form of an addendum to the solicitation by the Knox County Procurement Division, if applicable.
- 3.20 MINIMUM QUALIFICATION EXPECTATIONS:**
- 3.20.1 Respondent must address all submittal requirements as defined in Section V, Clinical Standards
- 3.20.2 Respondent shall have a minimum of three (3) years of experience and sufficient capabilities and resources to carry out the work contemplated, as well as the equipment and personnel available for the work.
- 3.21 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Knox County.
- 3.22 NO CONTACT POLICY:** After the date and time the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposals, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
- 3.23 OFFER WITHDRAWAL:** No proposal can be withdrawn after it is filed unless the proposer makes a request in writing to the Knox County Procurement Division prior to the time set for the closing of proposals or unless the County fails to accept within ninety (90) business days after the date fixed for the closing the RFP.
- 3.24 PRIME CONTRACTOR:** In the event multiple vendors submit a joint proposal in response to the RFP, a single contractor shall be identified as the prime contractor. Prime contractor responsibilities shall include performance of contract administration and management. The prime contractor shall be Knox County's sole point of contact and all invoices will be paid to the prime contractor. The prime contractor will be directly responsible for the performance of all subcontractors. Knox County will exercise final approval for the use of any subcontractor.
- 3.25 PROPOSAL EVALUATION:** In evaluation of submitted proposals, Knox County reserves the right to use any or all of the ideas from the proposals submitted without limitation and to accept any part or the entire successful proposal in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes property of Knox County.
- 3.26 PROPOSAL FORMAT:** This solicitation is in the Request for Proposals (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.27 PROPOSAL REVIEW PROCESS:** After initial review of all proposals, each member of the EMS Procurement Committee will score submitted proposals using the guidelines outlined herein. The EMS Procurement Committee will seek to achieve consensus on the appropriate score for each section of each proposal. A Procurement Committee member may revise their initial score after discussion and debate of the committee, at their individual discretion.



The points awarded by each committee member shall be totaled for each proposal by section and the overall score shall be totaled for each proposal. The EMS Procurement Committee shall then recommend the top ranked proposal to the Knox County Procurement Director.

In addition to all other rights of Knox County under Tennessee law, the County specifically reserves the following:

- Knox County reserves the right to rank firms and negotiate with the highest-ranking firm.
- Negotiation with an individual Proposer does not require negotiation with others.
- Knox County reserves the right to select the proposal that it believes will serve the best interest of Knox County.
- Knox County reserves the right to reject any or all Request for Proposals.
- Knox County reserves the right to cancel the entire Request for Proposals.
- Knox County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposals or in proposals submitted.
- Knox County reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

**3.27.1 ORAL PRESENTATIONS/INTERVIEWS:** Knox County may require proposers to give oral presentations/interviews in support of their proposal or to exhibit or otherwise demonstrate the information contained therein. Knox County reserves the right to request oral presentations and/or interviews during the initial evaluation phase. The County also reserves the right to complete the initial evaluation phase and then request oral presentations and/or interviews from all proposers or the highest rated proposers. In this case, the evaluations may be revised based on additional information received during presentations.

**3.28 PROPOSAL TIMELINE:** The following lists the dates and activities associated with this Request for Proposal. Please be advised, these are tentative dates and are subject to change.

Release of RFP to proposers	August 11, 2023
Deadline for proposers to submit questions	August 25, 2023
Knox County responds to questions	August 30, 2023
Proposals due into Procurement Division	September 12, 2023 @ 2:00 p.m. eastern
Evaluations of proposals begin	September 12, 2023
Presentations/Interviews, if needed	September 18, 2023 – October 13, 2023
Evaluation process concludes	September 28, 2023
Award Contract	September 29, 2023
Contract Effective Date	February 1, 2024

**3.29 PROPOSER OBLIGATION:** Proposers shall become fully acquainted with conditions relating to the scope of the work detailed in this RFP. Failure to become acquainted with the existing conditions shall in no way absolve the proposer of any obligations with respect to this RFP or the Contract.

**3.30 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Open Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposals shall be open to the public for viewing and inspection. If a proposer cites confidentiality for any section of their response, the Proposer must state the Exemption from Tennessee Code Annotated T.C.A.) along with the Chapter Number(s). Failure to state the T.C.A. Chapter will nullify any confidentiality request.

**3.31 RATE:** Will be set to 300% of Medicare allowable updated annually in January. An email must be sent to the Knox County Health Department Emergency Response Coordinator before implementation.

**3.32 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all proposals received as a result of this request and to waive any informality, technical defect or clerical error in any proposal, as the interests of Knox County may require. Non-acceptance of any proposal will be devoid of any criticism of the proposal and of any implication that the proposal is deficient in any manner. Non-acceptance of any proposal shall be construed as meaning simply that the County does not deem the proposal acceptable or that another proposal was deemed more advantageous to Knox County for the particular services proposed.

**3.33 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor remove from the job covered by this Contract, including employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interest of Knox County.

**3.34 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until August 25, 2023 at 4:30 p.m. local time. Submit questions as noted in Section 1.1.

**3.35 TENNESSEE REGISTRATION:** The successful proposer must meet any applicable State of Tennessee registration requirements.

## SECTION IV SCOPE OF SERVICES

### 4.1 SCOPE OF WORK:

#### **Schedule A: Emergency Medical Services**

Knox County is seeking the highest quality Emergency Medical Service, who can provide Primary 911 Service for Ambulance/EMS responses in Knox County Tennessee. This Service provider will be very reliable and available to provide Advanced Life Support (ALS) Emergency. The services include, but are not limited to, the management and operation of ambulances, Advanced Life Support (ALS) and Basic Life Support (BLS). The minimum requirements for Emergency Medical Services are detailed below:

- ❖ The awarded Contractor shall be responsible for providing Knox County Emergency Communications District (KCECD) with ambulance response to emergency requests throughout Knox County which are defined as Priority 1 Emergent Request, Priority 2 Urgent Request, and Priority 3 Low Acuity request, as well as additional associated support services such as behavioral health transports and decedent transports. The awarded Contractor will be exclusively responsible for providing all emergency responses and transports in Knox County. The awarded Contractor shall be responsible for furnishing vehicles with suitable supplies and equipment. All vehicles operated in conjunction with this service must be fully operational. The Contractor shall oversee fleet maintenance.
- ❖ The Contractor will not bill the County or the patient for transportation of those enrolled in the Indigent Care program
- ❖ The awarded Contractor must demonstrate clinical excellence, superb response time performance, cost containment.
- ❖ Employees of the Contractor must maintain professional appearance and observe appropriate decorum. Proposals must adequately establish current and continued compliance with the following:
  - Tennessee Code Annotated, Section 68-140-201, *et seq.*
  - Rules of The Tennessee Department of Health, Chapter 1200-12-1, *et seq.*
  - Knox County Ordinance, Chapter 22, Article III.
- ❖ At a minimum, any awarded Contractor will maintain the following standards for personnel, equipment and supplies:
  - Each Paramedic (EMT-P) will obtain and maintain certification or licensing as follows:
    1. The vehicle operator or driver shall possess such special class licenses and endorsements as are required for ambulance by the Tennessee Department of Safety or the individual's state of residence,
    2. Tennessee Paramedic license from the TDH Office of Emergency Medical Service,
    3. American Heart Association or Red Cross CPR (1 and 2 person, FBAO infant, child, and adult conscious and unconscious, plus AED),
    4. Advanced Cardiac Life Support (ACLS),
    5. Pre-hospital Pediatric Life Support or Pediatric Advanced Life Support (PALS), and
    6. Pre-hospital Trauma Life Support (PHTLS) or the advanced level of International Trauma Life Support (ITLS).
  - Each EMT/AEMT will obtain and maintain certification or licensing as follows:
    1. The vehicle operator or driver shall possess such special class licenses and endorsements as are required for ambulance by the Tennessee Department of Safety or the individual's state of residence,
    2. Tennessee EMT/AEMT license from the Office of Emergency Medical Service,
    3. American Heart Association or Red Cross CPR (1 and 2 person, FBAO infant, child, and adult conscious and unconscious, plus AED).
  - Communications personnel shall be certified as Basic Telecommunicator and Emergency Medical Dispatchers (EMD) by the standards set forth in the Association of Public Safety Communication Officials (APCO).
  - ALS and BLS Ambulance Equipment as set forth by the Tennessee Department of Health, EMS at a minimum.
- ❖ Communication Equipment and Costs – The successful proposer shall be required to operate on Knox County's Communication Centers dispatching software at the Contractors' cost. The Contractor shall have a direct

electronic connection between the County's CAD and the patient electronic reporting system. Below is a list of the current County dispatch software:

- Hexagon CAD
- Intrado Viper 7 (911 call handling)
- Equature (Recording System)
- Trunked P25 radio system (\$52.00 per year / for each radio)

The successful proposer shall make lease payments to the Knox County Emergency Communication District. The lease payment is \$3500.00 per month per console, \$20.00 per square foot annually for office space, and \$1000.00 per data rack annually in the data room.

The County requires that only 911 operations occur within Knox County Emergency Communication District. If the EMS Contractor elects to connect their CAD to the County's CAD, the county would consider shared expense and connection within the first six months of service and retro back to the first day of the contract. Furthermore, all on-duty and off-duty units will be equipped with AVL and GPS data and shared with the County.

- ❖ The County encourages and will take under consideration, the proposing of alternate service delivery methods including, but not limited to, the incorporation of local area ALS First Responder Non-Transport groups, Mobile Integrated Healthcare Programs, and/or Healthcare Navigation and Quick Response Vehicle programs. Understanding that these groups play a vital role in the delivery of services to Knox County citizens, proposers shall submit information to incorporate each agency. Any proposed service delivery system which does not incorporate current ALS First Responders will be required to provide independent documentation/analysis that proposed system will meet County and State regulations and community standard of care.
- ❖ Successful proposer shall be required to make lease payments to Knox County Emergency Communication District (KCECD) for the ambulance dispatch of E-911 calls only. These payments will be made on an annual basis over the initial term of the Contract.
- ❖ Knox County intends all calls placed to E-911 to be dispatched utilizing APCO protocols. Not all calls to E-911 are emergency calls and shall be identified as such where applicable..
- ❖ Contractor will be required to utilize a County approved and owned operational and clinical performance software and pay for utilization of the service.
- ❖ At the contractors expense, The County will hire the EMS Systems Medical Director that the EMS contractor must use for clinical oversight.
- ❖ Contract will be allowed to deploy a tiered response system allowing for the Medical Director to set the acuity based on the APCO cards and the Contractor to deploy the proper resource type that will meet the patients needs and performance standard.
- ❖ Decedent transport services can utilize any unit needed to meet the performance timeframe to include a single provider in a transport van with proper equipment and stretcher.

**4.2 GOALS OF THE PROCUREMENT:** Ambulance service is one component for the provision of effective medical services in the community. This RFP seeks proposals for 911 ambulance service for Knox County, TN.

A successful emergency medical system has three key objectives: contribute to the prevention of disease; minimize morbidity and mortality due to injury and illness; and provide high value care to the community.

The goal of Knox County is to sustain and further develop a high-quality EMS system, by ensuring residents and visitors have equitable EMS service no matter their location within the County.

Essential elements of this quality system include:

- Community outreach and education
- Bystander action and system access
- Medical Dispatch and pre-arrival instructions
- First responder and ambulance dispatch
- First responder services (ALS and BLS)
- Transport ambulance services
- Direct (on-line) medical control
- Integrated healthcare system Indirect (off-line) medical control
- Effective oversight and continuous quality improvement

The County has designed a comprehensive system that focuses on quality of care and clinical proficiency. Response time measurement for contractual compliance is only one element of EMS system performance. This model has been designed to ensure quality clinical care, provide efficient and reliable EMS services at a reasonable cost to consumers, and provide the community with an operationally and financially stable system.

If in any year, the successful contractor requests a subsidy, the final operating agreement shall contain language requiring the contractor to provide audited financial statements, for their local legal entity, and to the degree required, similar supporting documentation for the parent company, as defined in the final operating agreement. Any requested subsidy shall not result in an operating net balance of more than 12%.

- 4.3 BACKGROUND:** Knox County encompasses 526 square miles and as of the 2020 census, the population was 486,000. Request for assistance to medical emergencies are made through the 911 phone system. Call prioritization by level of acuity and emergency medical pre-arrival instructions are provided according to medical protocols to the maximum extent possible. The current provider is responsible for providing certified Emergency Medical Service dispatchers in the 911 center to aid in EMS call processing.

The response to a potentially life-threatening incident includes first response BLS or ALS unit from one of the Knox County Fire and/or EMS agencies and may include law enforcement. Knox County encompasses the third-most populous city in Tennessee, Knoxville. Incidents dispatched through the 911 system receive either a lights and siren response, or no lights and sirens response in accordance with Association of Public-Safety Communications Officials (APCO) protocols approved by the County.

**4.4 OVERVIEW OF CURRENT EMS SYSTEM DESIGN:**

**A. Oversight and Governance**

Consistent with the Tennessee Department of Health, modern EMS was created by state legislation in 1972. Today the State EMS office, operating under the rules of the EMS board, oversee a statewide EMS system. The office is divided into 8 regional offices with Knox County being part of the East TN regional office.

**B. Service Area**

Knox County, Tennessee, which is a geographic and political subdivision of the State of Tennessee

**C. Dispatch**

Knox County Emergency Communication District (KCECD)

**D. First Response – Medical**

- *Fire*
  - 5.1. Knoxville Fire Department
  - 5.2. Rural/Metro Fire Department
  - 5.3. Karns Fire Department
  - 5.4. Seymour Fire Department
  
- *Law*
  - 5.1. Knox County Sheriff's Department
  - 5.2. Knoxville Police Department

**E. Patient Transport**

Emergency medical transport services are provided by one ground ambulance service. American Medical Response (AMR) currently holds the 911 service contract for Knox County Tennessee.

**F. Medical Control**

Patient treatment and transports are carried out following local policies and procedures that follow local and State laws and regulations. These policies may include, in the case of paramedics, contacting a physician at a designated base hospital to obtain direction in the clinical management of the patient. Patients are transported to the most appropriate receiving facility. Hospital destination is based upon patient preference and protocols. Critical patients are normally transported to the closest most appropriate receiving facility, or specialty care center. Non-critical patients may be transported to hospitals of choice within reasonable travel time. Medical helicopter service is available to transport critical patients when ground ambulance transport time would be excessive, and patient condition and/or estimated transport time meets helicopter transport criteria.

**G. Hospital System**

- University of Tennessee Hospital
  - Level I Trauma Center, STEMI Receiving Hospital, Comprehensive Stroke Center.
- East TN Children's Hospital
  - Pediatric Specialty Center
- North Knoxville Medical Center a Tennova Health Systems Facility
- Fort Sanders Regional Medical Center a Covenant Health Systems Facility

- Parkwest Medical Center a Covenant Health Systems Facility
- Turkey Creek Medical Center a Tennova Health Systems Facility

**4.5 SIGNIFICANT EMS SYSTEM ENHANCEMENTS:** The County supports an EMS System focused on quality patient care, provider financial stability, and quality training for all EMS providers. Although Knox County has a solid foundation in this regard, this RFP is an opportunity to improve systems of care including:

**A. FirstWatch’s Online Compliance Utility and FirstPass Tools**

First Watch will be Knox County’s recognized third-party system data monitoring tool. Nationally recognized alternatives will be considered. The County will procure a license for FirstWatch, FirstPass, Patient Centric View, Interactive Dashboard View (IDV), and the Online Compliance Utility (OCU). The selected Contractor will be responsible for the associated software license fee and maintenance cost for these FirstWatch services and products. The Contractor is responsible for any costs associated with integrating and maintaining these systems. as well as ensuring the County has “administrator level” access to view the Contractors performance and compliance.

**B. Clinical Metrics and Liquidated Damages**

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

To facilitate the routine and progressive oversight of the clinical aspects of the EMS System, Knox County will develop clinical Key Performance Indicators (KPIs) and a Clinical Scoreboard. These will be utilized to either assess financial credits or levy response time liquidated damages based on the Contractors clinical performance.

Monthly Compliance will determine if clinical performance credits and/or performance penalty(s) will be applied to the Contractor as further defined below.

**4.6 RELEVANT INFORMATION REGARDING SERVICE AREAS:** The County specifically makes no promises or guarantees concerning the number of emergency calls or transports, quantities of patients, or distance of transports that are associated with this procurement. Every effort has been made to provide accurate information, but the Proposers are to use their professional judgment and expertise to develop their economic and operational plans and proposals.

	<b>Annual Response and Transport Volume</b>				
	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Total Responses	59,152	60,461	62,242	65,237	63,927
Total Transports	44,248	43,751	43,237	43,932	43,281
Average Loaded Miles	N/A	N/A	N/A	N/A	8.1

**A. Historical Service Volume**

The County call volume must be determined by any potential Contractor. There has been no independent validation of this data and Proposer’s are encouraged to use their own means to analyze the service to determine response and transport volumes. The County does not guarantee any number of responses or transports.

<b>Service Level</b>	<b>2022</b>
ALS E	68.6%
ALS Assessment	0.0%
ALS NE	0.0%
ALS 2	1.8%
BLS E	29.5%
BLS NE	0.0%

SCT	0.0%
<b>Total</b>	<b>100%</b>

Current provider is required to obtain County approval for established transport rates. The current emergency ambulance service rates are included in Appendix 3.

**B. Historical Payer Mix**

The County payer mix must be determined by any potential Contractor. Historical payer mix data for the past one year is provided below.

There has been no independent validation of this data and Proposer's are encouraged to use their own means to analyze the service to determine payer mix volumes and percentages. The County does not guarantee any number or percentage of transports for payer classes. The data provided is estimated based on publicly available information.

<b>Current Payer Mix</b>	
Transports	2022
Medicare	23.0%
Medicare HMO	30.0%
Medicaid	0.0%
Medicaid HMO	16.0%
Commercial	10.0%
Self-Pay	20.0%
Facility Contract	1.0%
<b>Total</b>	<b>100%</b>

**C. Current System Performance**

The current Contractor has recently struggled to meet the County response time requirements over the term of the contract and subsequent extensions. Calendar year 2022 has represented an unusual year given a variety of factors. As such, the County has elected not to include this data, given the wild variation from the previously established norms.

**D. EMS Independent Annual Audit**

The County has the option to require an Independent Audit solely at it's discretion and at the contractor's cost.

**4.7 DISPATCH MODELING:** You must provide the subsidy, if any, for two dispatch models in your proposal.

Model I - Knox County Emergency Communication District (KCECD) will take the initial call intake. Once it has been determined to be a medical emergency KCECD will transfer the call via one button transfer interface where the EMS Contractor will EMD the call and dispatch the appropriate level of service. The clock will start once the EMS Contractor receives the call from KCECD and an address and call determineate has been determined. The EMS Contractors' Communications personnel shall be certified as Basic Telecommunicators and Emergency Medical Dispatchers (EMD) by the standards set forth in the Association of Public Safety Communications Officials (APCO).

Model II - Knox County Emergency Communication District (KCECD) will take the initial call intake. Once it has been determined to be a medical emergency the telecommunicator will capture the emergency address and EMD the call. KCECD will transfer the call via cad-to-cad or internal electronic transfer. The EMS Contractor will dispatch the appropriate level of service based on the Priority that was sent over by KCECD. The clock will start once the EMS Contractor receives the call from KCECD with a geoverified address and call determinate. The EMS Contractors' Communications personnel shall be certified as Basic Telecommunicators and Emergency Medical Dispatchers (EMD) by the standards outlined in the Association of Public Safety Communications Officials (APCO).

## SECTION V CLINICAL STANDARDS

**5.1 CLINICAL OVERVIEW:** The goal of the County is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. Exact clinical outcomes in EMS systems remain difficult to define and measure. The clinical goal of a progressive EMS system is guided by the broad outcomes measures established by the US Public Health Service. These include discomfort is minimized; disability is reduced; death is minimized; destitution eliminated; disfigurement is reduced; and disease is identified and reduced.

### **5.2 Progressive and Clinical Quality Improvements & Continuing Education**

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

**5.3 CLINICAL PERFORMANCE MEASUREMENT AND INCENTIVE:** To maintain routine high-quality EMS Services, the clinical performance of the Contractor's quality of care provided to the patients will be routinely measured. The Contractor shall work with Knox County to develop an electronic reporting method for clinical metrics. Data submission platform shall show clinical metrics in real-time. The Clinical Scorecard (Appendix 3) outlines both Core and Revolving Clinical KPIs.

The Core KPIs are considered to have a more direct impact on the health and safety of patients within the EMS system, these metric categories (STEMI, Stroke, Trauma, Cardiac/Respiratory Arrest) will remain unchanged throughout the duration of the subsequent agreement. Changes may be made with mutual agreement between Knox County and Contractor. The revolving KPIs are to be driven by routine CQI data. These will be adjusted on a quarterly basis as needed. Refer to section 6.8 Response Time Exceptions and Exemption Requests.

The County's commitment to the Triple Aim approach, is demonstrated by utilizing the Contractor's clinical performance as a key contract compliance measurement tool. Based on the Contractor's clinical performance the County will either provide a future financial credit on response time compliance liquidated damages or levy liquidated damages for clinical performance. The County intends to provide a monthly Clinical Scorecard, outlining the Contractor's performance in all clinical measures, as well as tabulating a weighted total compliance value for all clinical KPIs.

During the vendor's monthly compliance meeting clinical performance will be weighted to be used as a credit for monthly time response penalties.

Overall Weighted Clinical Performance	Credit
90 – 94.9%	45%
95 – 97.4%	50%
97.5 – 100%	65%

For clinical performance under 80% (used for illustrative purposes in the Clinical Scorecard), Knox County may levy, and the Contractor shall pay Knox County liquidated damages for each month that the Contractor fails to comply with ANY core clinical quality measure, as outlined in the clinical scorecard.

**5.4 LIQUIDATED DAMAGES PROVISIONS FOR CLINICAL PERFORMANCE:** Isolated instances of individual deviations of clinical performance standards may be considered instances of minor non-compliance with the Agreement. However, deviations of clinical performance standards, which are severe or chronic, may constitute a Default of the Agreement as defined by these specifications.

Failure to comply with any clinical performance metric or other requirements in this RFP or the final Contract will result in damage to the County. Therefore, the Contractor and the County agree to the liquidated damages specified herein. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty but shall be deemed taken and treated as reasonable estimate of the damages to Knox County.

It is also expressly understood and agreed that Knox County remedies in the event of the Contractor's breach or any noncompliance, are not limited to this RFP or the final Contract liquidated damages provisions. Chronic failure to comply with the clinical performance requirements may constitute breach of contract.

Outlined in the Clinical Scorecard in Appendix X3 are the Clinical Performance metrics for which Knox County will levy liquidated damages and consider the Contractor in breach based on a forementioned performance. These damages will be assessed monthly.

- Level 1 non-compliance will result in a \$1500.00 damage per metric, per month.
- Level 2 non-compliance will result in a \$3000.00 damage per metric, per month.
- Compliant (eligible for credit) 90% or greater
- Compliant (damages apply) 80% - 89.99%
- Level 1 non-compliance 75 - 79.99%
- Level 2 non-compliance 74.99% or less

The Contractor will be required to conduct a comprehensive performance improvement process and submit it to the County within 10 days following the identification of underperformance for two consecutive months. The County will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the system status plan or other measures to comply with the 90% requirement.

**5.5 KNOX COUNTY REQUIRES TRAINING AND EDUCATION RECORD RETENTION:** Contractor shall retain on file at all times, a Knox County approved CE tracking and delivery tool (example: Target Solutions). Copies of the current training documentation and valid certifications for all Knox County required training for Paramedics and Emergency Medical Technicians performing services under this Agreement shall be retained in the tool. This integration shall allow Knox County access to view employee training records. The procurement of such a system is the at the sole cost of the Contractor.

**5.6 PERSONNEL CERTIFICATION & TRAINING REQUIREMENTS:**

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

**5.7 CONTINUING EDUCATION PROGRAM REQUIREMENTS:** Contractor shall become an approved CE provider and provide in-house or sub-contracted in-service training programs designed to meet state the requirements. In addition, Contractor is required to target educational content to address local system needs. All In-service and continuing education programs must comply with state regulations. Contractor will be required to conduct two (2) EMR classes to the Knox County Sheriffs Office and Knoxville Police Department. Anything outside of these two (2) classes there will be a cost sharing expense to both the Agency and the Contractor.

**5.8 MEDICAL REVIEW/AUDITS:** The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines. Evaluation of a statistically significant random sampling of patient contacts provides a snapshot of the clinical care provision and enables Knox County to identify the need for a more targeted or detailed audit. The process also assists to validate the effectiveness of ongoing process measures to monitor and improve the performance of care. If the audit process is to be positive, it must be just one component of a quality management program that places the majority of attention and activity on measuring system process performance and routinely engaging in improvement efforts that result in reduction of common causes of process variation and/or improvement in process performance over time. It is Contractor's responsibility to comply with the County's audit/review process and initiate process measurement and improvement activities based on the results of the audit/review.

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



**5.9 MEDICAL DIRECTION:** The County will procure a Medical Director for Medical Control and oversight of EMS programs, including ALS, BLS, Infection Control, and community-oriented training programs such as CPR and AED programs. The Medical Director will serve as the County Medical Director for the Contractor, all First Responding agencies, and the Knox County Emergency Communication District (KCECD). The Contractor will pay the salary of the Medical Director not to exceed \$50,000.00 annually, in the first year of the contract. In subsequent years the rate for the Medical Director can be expected to increase with the Consumer Price Index (CPI).

**5.10 CLINICAL INNOVATION AND PILOT PROGRAMS:** It is Knox County's intent that the successful Proposer has a proven track record of clinical innovations. The Contractor shall routinely work with Knox County staff to identify data-driven service innovations and pilot programs to elevate the level of clinical care. These innovations can be (but are not limited to):

- A. Nurse Triage Line in Dispatch
  - o The Contractor will have a Registered Nurse in the dispatch center (or offsite center) to triage calls and possibly reroute the patient to an alternate destination.
- B. Tele Medicine
  - o Working with the County and a Nurse Practitioner (NP) / Physician's Assistant (PA), patients can be seen in their homes. With the assistance of the NP/PA, paramedics can treat patients in their homes and consult via mobile devices with the practitioner.
- C. Community Paramedicine
  - o Community Paramedicine is an emerging healthcare delivery model that increases access to basic services by utilizing specially trained emergency medical service (EMS) providers in an expanded role. Community Paramedics care for patients at home or in other non-urgent settings outside of a hospital under the supervision of a physician or advanced practice provider..
- D. Alternate Destination Transport
  - o There are now alternate destinations that patients can be transported to instead of the ER based on clinical diagnoses. Some of these destinations can include behavioral health facilities, detox centers, or urgent cares for non-emergency injury or illnesses.

The Proposer shall provide a list of recent clinical innovations that they have implemented within the past three (3) years. The list should include, but not limited to:

1. Stated clinical problem/issue being addressed
2. Process used to identify solution
3. Clinical innovation
4. Training development and deployment
5. EMS system/partner engagement/inclusion
6. How the impact was measured/evaluated
7. How any associated costs were mitigated.

During a pilot phase that Knox County and the Contractor agree on the contractor will not adhere to performance standards and penalties if the program does not work. Not every program will work in every market.

## **SECTION VI AMBULANCE RESPONSE TIME PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

**6.1 PERFORMANCE CONTRACT AND REVIEW:** The most important aspect of this procurement is the fact that this procurement will result in the award of a **performance contract**. This procurement requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. A contractor who fails to perform must and shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake.

- Ambulance response times must meet the response time requirements set forth in the summary of response times requirements, Figure 1 attached hereto.
- Every ambulance unit must at all times be equipped and staffed to operate at the ALS level (Paramedic) or Critical Care level (CCEMTP), on all emergency calls received from the Knox County Emergency Communications District.
- Clinical performance must be consistent with Nationally Accredited medical standards and best practices with annual reviews of protocols and standing orders by Medical Director.
- The conduct of personnel must be professional and courteous at all times.
- There must be 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 may be achieved by the most innovative technology for not only EMS response time, but also clinical performance measurements.

This is not a level-of-effort contract. In accepting a Proposer's offer, Knox County neither accepts nor rejects the Proposer's level-of-effort estimates; rather, the County accepts the Proposer's promise to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance results required by the terms of the Contract. At the end of the initial term of the agreement, Knox County shall conduct a review of the performance of the Contractor utilizing criteria the County determines to be relevant. This may not be limited to mere compliance with the terms of this agreement. The Contractor should exceed the minimum requirements of the agreement.

**6.2 REPORTING/INVOICING REQUIREMENTS:** Reference Section 8.8.

**6.3 TIME PERFORMANCE, RELIABILITY & MEASUREMENT METHODS:** This Agreement is performance-based; Knox County will not limit Contractor's flexibility in the methods of providing ambulance service. This is based upon Contractor's commitment to conform to the Response Time Standards. Therefore, an error on Contractor's part in one phase of its operation (e.g. system deployment plan, ambulance maintenance, etc.), shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g., clinical performance or response time performance). Appropriate response time performance is the result of a coordinated effort of Contractor's total operation and therefore, is solely Contractor's responsibility. Response time shall be measured in minutes and integer seconds and shall be "time stamped" by the Knox County Emergency Communications District (KCECD) as to service request notification. To the extent technically feasible, the County will work with the Contractor to help assure that the Contractor's time records shall be synchronized to the Knox County Emergency Communications District.

**6.4 RESPONSE TIME PERFORMANCE REQUIREMENTS:** These specifications outline three (3) priorities with which Contractor must comply by meeting specified Response Times. The call classification as Priority 1 through 3 is accomplished by presumptive APCO prioritization by the County Designated Communications Center. For response time monitoring, reporting and compliance purposes, within the County, Contractor's response time on requests for ambulance service originating from within the service area shall meet the following performance standards.

#### Compliance Monitoring

Response Time Compliance will be reported in the below manner. The county will be separated into three (3) compliance zones. (Reference Response Zone Map in Appendix 2) Compliance will be measured for all Priority 1 – 3 (emergency responses) and decedent patients for all call densities, in each zone individually, by month. Contractor shall be compliant in each zone individually.

#### 9-1-1 System Requests

**A. Priority 1 - Potentially Life-Threatening Emergency Response**

Contractor shall place an Advanced Life Support ambulance at the scene of each life-threatening emergency request as presumptively determined in accordance with the APCO, [e.g., APCO Priority 1].

The Contractors' response time clock begins when the call is time stamped as Contractor's notification of alert or request for service by the Knox County Emergency Communications District (KCECD) designated as the IN que to dispatch following KCECD call triaging and/or when a callers address and call determinate has been determined.

Any call that does not receive EMD prior to arrival will be classified as a Priority 2 call. Calls may be downgraded as articulated in this RFP.

**B. Priority 2 - Urgent Response**

Contractor shall place an Advanced Life Support ambulance at the scene of each non-life-threatening emergency request based on [e.g., generally APCO Priority 2] as presumptively determined in accordance with the for all non-life-threatening emergency response requests. This shall apply to all non-life-threatening emergency response requests in the City response areas of the County.

**C. Priority 3 - Non-Life-Threatening Emergency Response**

Contractor shall place at a minimum a Basic Life Support ambulance at the scene of each urgent response request [e. g. APCO Priority 3] as presumptively determined in accordance with the APCO within (30 minutes) on not less than 90% of all urgent response requests. This category of response has historically been used when an immediate response is necessary (e.g., APCO-Priority 3 requests non-lights and sirens response; low acuity auto accident with first responders present, etc.). This shall apply to all urgent response requests in all designated response areas of the County.

If at any time prior to the arrival of a BLS unit, the call is determined to be a Priority 1, 2 an ALS unit will be immediately dispatched. For the purpose’s response time compliance, this will be considered an “upgrade”.

If at any time prior to the arrival of an ALS unit to a Priority 1, 2 call, a first responder agency arrives and determines the call to be a Priority 3, a BLS unit may be dispatched. For the purpose’s response time compliance, this will be considered a “downgrade”.

**D. Summary of Response Time Requirements**

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

Zone	Priority Level	Compliance	Performance Standard
City (Incorp)	Priority 1	90%	≤10:00
	Priority 2	90%	≤15:00
	Priority 3	90%	≤ 30:00
Zone	Priority Level	Compliance	Performance Standard
East	Priority 1	90%	≤20:00
	Priority 2	90%	≤25:00
	Priority 3	90%	≤ 30:00
Zone	Priority Level	Compliance	Performance Standard
West	Priority 1	90%	≤20:00
	Priority 2	90%	≤25:00
	Priority 3	90%	≤ 30:00
<b>All Field Service Areas</b>	<b>Deceased Patients</b>	<b>90%</b>	<b>≤ 45:00</b>

**6.5 EQUITY IN RESPONSE TIMES THROUGHOUT THE COUNTY AND REPORTING PERIOD:** Knox County recognizes that equity in response times is largely based upon call densities within the County. In developing Response Time Equity Standards, the County has aggregated all areas of the County into three (3) compliance zones.

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

The County reserves the right to periodically review any specific area or time frame within the month to identify if there are pockets of inequitable response time performance and refer such findings to Contractor for mitigation. While this requirement does not change the method of calculating contractual response time requirements, Contractor will report its mitigation strategy to Knox County within ten (10) business days. Chronic patterns of response variation or Contractor’s failure to address significant variations could constitute a breach of the Agreement.

**6.6 RESPONSE TIME MEASUREMENT METHODOLOGY:** Contractor's response times shall be calculated monthly to determine compliance with the fractal standard set forth in this RFP. The following are applicable:

**A. Time intervals**

For the purposes of the agreement, response times shall be measured from the time of alert by the Knox County Emergency Communications District (KCECD) until arrival at incident location by the first arriving transporting ambulance or the unit is cancelled by the calling party or a public safety or first responder agency.

Arrival at incident location means the moment an ambulance crew notifies Contractor's Dispatcher that the vehicle is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents, non-secured scenes), arrival at scene shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

In instances when ambulances fail to report "at scene," the time of the next communication with that ambulance shall be used as the "at scene" time (e.g., time at patient). However, Contractor may be able to document the actual arrival time through another means (e.g., First Responder, AVL, communications tapes/logs, FirstWatch, or other OCU)

**B. Each Incident a Separate Response**

Each incident will be counted as a single response regardless of the number of units that are utilized. The response time of the first arriving transporting ambulance (as appropriately assigned ALS or BLS response) will be used to compute the response time for that incident. Note: a BLS unit arrival at an ALS designated assignment does not stop the clock nor will be counted in the call count. If 3 or more ambulances are dispatched to a scene the Knox County Emergency Response Coordinator must be contacted via text or phone call.

**C. Calculating upgrades, downgrades, turn-arounds and canceled responses.**

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

*1. Upgrades*

If an assignment is upgraded, prior to the arrival on scene of the emergency ambulance, (e.g., from Priority 2 to Priority 1), Contractor's compliance and liquidated damages will be calculated based on Time elapsed from call receipt to time of upgrade.

*2. Downgrades*

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

- a. If the time of the downgrade occurs after the emergency ambulance has exceeded the more stringent priority response time Standard, the more stringent higher priority standard will apply; or,
- b. If the time of the downgrade occurs before the emergency ambulance has exceeded the more stringent priority response time standard, the less stringent lower priority will apply. If the downgrade was justified in the sole discretion of Knox County, the longer standard will apply.

*3. Reassignment Enroute*

If an ambulance is reassigned enroute or turned around prior to arrival on the scene by the emergency ambulance, (e.g., to respond to a higher priority request), compliance and liquidated damages will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an emergency ambulance on the scene from which the original ambulance was diverted. If an ambulance is diverted to a higher priority call the new incident begins at the time stamped "call received" for that incident and not the time of the diversion.

*4. Canceled Calls*

If an assignment is canceled prior to arrival and before response time requirement to be on the scene the call will not be counted toward compliance. Contractor's compliance and liquidated damages will be calculated based on the elapsed time of alert by the Knox County Emergency Communications District to the time the call was canceled if beyond the required response time and be counted and include in monthly compliance reports.

## **6.7 RESPONSE TIME REPORTING REQUIREMENTS:**

### **A. Documentation of Incident Time Intervals**

Contractor shall document all times necessary to determine total ambulance response time. All times shall be recorded on the Knox County approved Patient Care Report (PCR). Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:

1. Time call received by dispatch from the Knox County Communications Center
2. Time Contractor alerted
3. Time enroute to scene
4. Arrival at scene time
5. Arrival at patient's side
6. Time enroute to transport destination
7. Arrival time at the destination
8. Time of patient transfer to receiving hospital personnel (transfer of care)
9. Time available at the destination (i.e., return to in service status).

The Contractor must synchronize the clocks monthly on their Mobile Data Computer (MDCs) devices in the Contractor's emergency vehicles with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

### **B. Response Time Performance Report**

Within ten (10) business days following the end of each month, Contractor shall use the FirstWatch Online Compliance Utility (OCU) tool or approved equivalent to document and report to Knox County, in a manner required by the County, information as specified in the Data and Reporting Requirements section of this RFP.

1. Knox County shall use response time data in an on-going manner to evaluate Contractor's performance and compliance with response time standards in an effort to continually improve its response time performance levels.
2. Contractor shall identify the causes of failures of performance and shall document efforts in a manner required by the County to eliminate these problems on an on-going basis.
3. The Contractor will be required to conduct a comprehensive performance improvement process and submit it to the County within 10 business days following the identification of underperformance for two consecutive months. The County will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the system status plan or other measures to comply with the 90% requirement.

## **6.8 RESPONSE TIME EXCEPTIONS AND EXEMPTION REQUESTS:**

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

In some cases, late responses can be excused from response time compliance reports and liquidated damages. Exceptions shall be for good cause only, as determined by Knox County including automatic appeals and case-by-case appeals.

- B. Response Times outside Primary Service Area are excluded, The Contractor shall not be held accountable for emergency response time compliance for any assignment originating outside the awarded Exclusive Operation Areas (EOAs.) Responses to requests for service outside the EOA will not be counted in the total number of calls used to determine compliance.

- C. Exemption request procedure

It is the Contractor's responsibility to apply to Knox County for an exception to a required Response Time, utilizing the Knox County approved method.

If Contractor feels that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to Knox County and request that Knox County exclude these runs from calculations. Any such request must be in writing and received by Knox County within ten (10) business days following the end of each calendar month.

A request for an exception received after the ten (10) business days will not be considered. Knox County will review each exception request and decide for approval or denial and shall advise Contractor of its decision. This decision shall be final. The following exceptions shall apply:

1. In the monthly calculation of Contractor's performance to determine compliance with the Response Time Standards, every request for service shall be included except those for which exceptions are being granted by Knox County.
2. Equipment failure, traffic congestion not caused by the incident, ambulance failure, lost ambulance crews, or other causes deemed to be within the Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.
3. Exemptions may be requested for the following:
  - a. Major Disaster/State of Emergency
  - b. Severe Weather
  - c. Local Hospital Diversion
  - d. Lack of Vehicular Access to the Patient
  - e. Dispatch Errors
  - f. Unavoidable delay due to road construction or closure
  - g. Unavoidable delay by train
  - h. Good Cause

**6.9 LIQUIDATED DAMAGES PROVISIONS FOR AMBULANCE RESPONSE TIME PERFORMANCE:** Isolated instances of individual deviations of response times are considered instances of minor non-compliance with the Agreement. However, deviations of Response Time compliance, which are severe or chronic, may constitute a Default of the Agreement as defined by these Specifications.

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

**A. Failure to Comply with Response Time Requirements**

County may levy and Contractor shall pay Knox County liquidated damages in the event that the Contractor fails to comply with the response time requirements for each Compliance zone. Damages will be paid or credited following the monthly compliance meeting. Liquidated damages will be applied on a percentage of compliance for each zone according to the following schedule:

Assessed Penalty Per Call Under 90% Performance	
Calls less than or equal to one (1) minute late	\$266.63
Calls greater than one (1) minute late	\$598.12

**B.** If a call is twice expected response time, then financial penalties will be automatically assessed the maximum cost limit of \$598.12 per incident. These late responses will also be included in the overall performance standard.

**C. Phase-in of Liquidated Damages Provisions**

The goal of Knox County is to ensure a high-performance EMS system is in place. This represents a system that has high expectations for Contractor performance rather than one that provides for liquidated damages as a normal part of operations. It is anticipated for this RFP that the successful Proposer will perform above standard and liquidated damages will rarely be assessed.

Knox County will require the Contractor to implement a Performance Improvement Plan that includes root cause analysis for any compliance zone falling below 90% for two consecutive months. The Performance Improvement Plan will be reported to and reviewed and approved by Knox County EMS Coordinator before the implementation of a corrective action plan.

Knox County believes all attempts should be made to comply with Response Time standards such as system status plan adjustments or increased staffing of ambulances prior to assessing any liquidated damages, therefore, imposition of the liquidated damages for ambulance responses will be in effect beginning the third month of service provided by the Contractor.

D. Incentive for Superior Clinical Performance

Should the Contractor provide clinical performance above the base standards as outlined in Section 5 of this RFP, Knox County will reduce damages for the subsequent month as described in Section 5.3.

This incentive shall only be applied to liquidated damages levied for Priority 1 responses, and any "CODE STEMI", "CODE Stroke", or "CODE Trauma".

## **SECTION VII OPERATIONAL STANDARDS**

### **7.1 DEPLOYMENT PLANNING:**

A. Knox County understands the Contractor will be developing enhanced coverage and deployment plans during its term of operations. Contractor shall notify Knox County EMS Coordinator within thirty (30) calendar days of any proposed System Management Changes. Including any changes in post locations, hour of day coverage levels, or station changes, Knox County reserves the right to review the proposed material deployment alterations and request changes. Knox County shall not unreasonably withhold approval of a Contractor's requested change. Periodic and temporary changes to coverage and deployment plans will be at the discretion of the Contractor in accordance with Knox County.

B. Proposed and future plans shall include:

1. Proposed number of ambulances to be deployed during each hour of the day and day of the week
2. 24-hour and system status management strategies
3. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the response time performance standard is not met
4. Include a map identifying proposed ambulance deployment facilities, station(s) and/or post locations within the geographic zones as indicated in this RFP.
5. Workforce necessary to fully staff ambulances identified in the deployment plans
6. Any planned use of on-call crews
7. Ambulance shifts and criteria to be used in determining shift lengths
8. Any use or potential use of mandatory overtime
9. Record keeping and statistical analyses to be used to identify and correct response time performance problems
10. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

### **7.2 AMBULANCE STAFFING REQUIREMENTS:**

- A. During the terms of a contract resulting from this RFP all ALS level responses, as defined in Section 5 of this RFP, shall be staffed with a minimum of one (1) EMT-P and one (1) EMT as applicable by law. The ambulance shall be equipped to render ALS level care and transport.
- B. During the terms of a contract resulting from this RFP all BLS level responses, as defined in Section 5 of this RFP, shall be staffed with a minimum of two (2) EMTs as applicable by law. The ambulance shall be equipped to render BLS level care and transport.
- C. The Contractor shall maintain a single electronic database for all clinical personnel. Knox County shall have electronic access to this database. The database will be continually updated so that records are current.
- D. Work Schedules and Human Resource Issues – An Employee Matter
  1. Although this is a performance-based Agreement and Contractor is encouraged to be creative in delivering services, Contractor is expected to employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest.
  2. At least 51% of Proposer's workforce shall be full-time employees. Proposer will describe:
    - a. Examples of work schedules, shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions
    - b. Methods that will be used to minimize the turnover rate among the Contractor's personnel
    - c. How Proposer will measure workload and fatigue for ambulance crews

- d. Personnel recruitment and screening processes
  - e. Employee retention program
3. Knox County emphasizes that Contractor is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement ultimately executed by Contractor. Knox County will not otherwise involve itself in Contractor's management/employee relationships.

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

**A. Ambulances**

All ambulances shall meet federal and state requirements as outlined in all applicable Tennessee State Statutes and Regulations. Proposers shall articulate their intended fleet that can conform to the following requirements:

- 1. Ambulances may be standard Type I or Type III for ALS and or BLS use, Type II for BLS only.
- 2. Be identically configured with the capability to carry all supplies necessary to function in accordance with Knox County Ordinance.
- 3. Contractor shall, at a minimum, maintain an unstaffed but fully equipped Bariatric capable ambulance with the capability to transport patients with communicable diseases, within the County and be able to immediately staff the unit and provide these services within a reasonable time frame should they become necessary.
- 4. Contractor shall have a mechanism to monitor driver safety.
- 5. Ambulances shall be limited to a maximum mileage of 300,000 miles and/or no more than seven (7) years old, in the event there are delays in end-stage ambulance manufacturer or remounting production time, the Contractor can request an exception from Knox County.
- 6. Supervisor and other support vehicles shall be limited to a maximum of 300,000 miles.
- 7. No more than 50% of the ambulance fleet shall have over 150,000 miles at the start of the contract. A list of all vehicles detailing make, model, age, and maintenance records must be provided to Knox County.
- 8. Contractor shall maintain a fleet of ambulances that meets or exceeds 130% of the peak level of deployment as determined by the Fitch and Associates Consultant Report procured by Knox County, TN.
- 9. As technology allows, the Contractor shall explore available green alternatives.

**B. Vehicle Markings**

Each ambulance shall permanently display the name or service mark of the service provider and a unique unit number on the outside of the vehicle

**C. Vehicle Maintenance**

Contractor shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition,

- 1. Detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate.
- 2. The Contractor shall employ a maintenance program record-keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
- 3. The Contractor's vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern emergency service and shall comply with or exceed the maintenance standard as outlined in the Standards – Accreditation of Ambulance services published by the Commission on Accreditation of Ambulance services.
- 4. The Proposer shall describe its policy for vehicle replacement including the maximum number of years and mileage that an ambulance will be retained in the EMS System.
- 5. Any ambulance or support vehicle with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and remedied.
- 6. Knox County requires the ambulances and equipment that have defects, even significant visible but only cosmetic damage, be removed from service for repair without undue delay.



#### D. Equipment

Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service.

1. Each ambulance shall carry standardized on-board equipment, medical supplies and personal communications equipment and supplies that meet federal, state, and Knox County requirements, policies, and procedures.
2. Such equipment and supplies will be stored in the same location in all ambulances.
3. All expendable supplies including medications and controlled substances must be restocked by the Contractor.
4. All medical equipment shall always be in good repair and safe working order. Contractor shall maintain accurate durable medical equipment routine checks, maintenance, failure and occurrence records available to Knox County.
5. Each ambulance shall be fully stocked and there will be sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the system.
6. The Contractor shall maintain all bio-medical equipment to the then current and applicable Joint Commission on the Accreditation of Healthcare Organizations (TJC) or equivalent standard. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the Contractor's expense.
7. The Proposer shall describe how upgrades to equipment will be handled and funded, during the duration of the contract including items such as biomedical devices or other equipment as deemed appropriate by Knox County.
8. Contractor agrees that equipment and supply requirements may be changed with the approval of Knox County due to changes in technology. To the maximum extent feasible, all equipment and supplies to be exchanged shall be fully interchangeable/interoperable with those of all parties in the system.
9. Any piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and remedied as soon as possible.
10. Contractor shall maintain a reserve/back-up cache of bio-medical equipment to ensure consistent service delivery, should critical pieces of equipment fail or require repair/service.

#### E. Ambulances Failure to Meet Minimum In-Service Equipment and Supply Requirements

Knox County may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements Knox County may:

1. Immediately remove the ambulance from service until the deficiency is corrected if the missing item is deemed a critical omission.
2. Subject the Contractor to a penalty up to \$2,500.00
3. The foregoing shall not preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life-threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. Knox County may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Contractor shall comply with these protocols.

### **7.4 COMMUNICATIONS SYSTEM MANAGEMENT:**

#### A. Ambulance Communication Equipment

1. The Contractor will be responsible to purchase/lease, install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the services described in this RFP.
2. The Contractor shall equip each ambulance with one portable radio for each crew member, and one mobile radio capable of interoperability with fire and medical communication channels, and law enforcement.
3. The Contractor shall equip each ambulance with one mobile telephone.
4. The use of Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and GPS mapping technology is required. The AVL system must interface with the County Designated Communications Center CAD system. The Contractor is required to use the County CAD. The Contractor is responsible for all costs associated with the purchase and on-going operations of the AVL system.
5. The Contractor shall equip each ambulance, QRV, and field supervisor vehicle with a mobile computer with mobile data computer capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance shall be equipped with AVL and GPS fully interfaced to the CAD system for unit recommendation and System Status deployment purposes.
6. The Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs.

7. Communication ambulance-to-hospital communications shall be configured so that personnel providing patient care are able to directly communicate with base or receiving hospital staff about the patient.
8. The Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission and State EMS telecommunications rules, and in conformance with all applicable Knox County rules and operating procedures: data and Reporting Requirements.
9. Any changes to communications systems must be approved by the Knox County Health Department EMS Coordinator.

**7.5 TECHNOLOGY AND DATA MANAGEMENT:** Contractor shall provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

- A. Dispatch and/or Records Management Computer(s)  
Any Records Management System utilized by Contractor shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

Contractor shall, at its expense, utilize FirstWatch Online Compliance Utility to independently monitor response intervals and to facilitate real-time and retrospective analysis of Contractor's response capabilities and Customer Service Reporting.

- B. Records  
Contractor shall complete, maintain, and provide to Knox County if requested adequate records and documentation to demonstrate its performance compliance and aid within the County in improving, modifying, and monitoring the EMS system.

**7.6 NON-CLINICAL TRAINING:**

- A. Company Orientation and On-Going Preparedness
1. Contractor shall propose how they intend to properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance.
  2. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement, and the billing and reimbursement process and compliance. Orientation shall include an EMS system orientation provided by or approved by the County.

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

**Note:** All training must meet or exceed Tennessee EMS rules and regulations.

**7.7 CRITICAL INCIDENT STRESS MANAGEMENT:** Contractor shall establish stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

**7.8 TREATMENT OF INCUMBENT WORK FORCE:** A number of dedicated, highly trained personnel are currently working in Knox County. To ensure a smooth transition and to encourage personnel to remain with the system, the awarded Proposer will be encouraged to recruit from, and preferentially hire, the incumbent paramedic and EMT workforce. The Contractor should offer those employees employment in substantially similar positions.

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

Awarded proposer will make a best effort to offer all full time employees a benefit program comparable to, or better than, the program offered by the incumbent provider.

The County expects that to attract and retain outstanding personnel, Contractor must utilize reasonable compensation methods. Contractor's economic efficiencies are not to be derived from the use of sub-standard compensation. The system in no way intends to restrict the ingenuity of Contractor and its employees from working out new and creative compensation (salary and benefits) programs. The County's goal is simply to ensure that the Contractor initially and throughout the term of the Agreement provides a financial benefit to encourage employee retention and recruitment for the system.

A. Character Competence and Professionalism of Personnel

1. The parties understand that ambulance services are often rendered in the context of stressful situations. The County always expects and requires professional and courteous conduct and appearance from Contractor's ambulance personnel, medical communications personnel, middle managers and top executives. Contractor shall address and correct any occasional departure from this standard of conduct.
2. All persons employed by Contractor in the performance of its work, shall be competent and holders of appropriate licenses and permits in their respective professions and shall undergo a criminal record check.

B. Discrimination Not Allowed

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

**7.9 DISASTER RESPONSE AND PREPAREDNESS:**

A. Disaster Response Planning

1. Contractor shall develop an internal disaster plan to accommodate staffing, supplies, deployment, communications and maintenance of normal operations for a minimum of 72-hour period.
2. Internal Disaster Response Notification
  1. Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster. This plan shall include the capability of Contractor to alert off-duty personnel.

B. Disaster Resources

1. Contractor shall have a reserve fleet of ambulances as indicated in Section 8.3. These ambulances shall be in good working order, stocked and ready for immediate deployment.
2. Contractor shall maintain a reserve fleet of supervisor/support vehicles at 130% of peak deployed support units.

C. Mutual Aid Requirements

1. Contractor shall respond in a mutual aid capacity to other service areas outside the County as directed by Knox County under the Statewide and Regional Mutual Aid Agreement.
2. Contractor shall send a representative to monthly meetings of the Local Emergency Planning Committee (LEPC) and shall provide a representative to staff the Emergency Operations Center when activated by the County's Emergency Management Director

D. Disaster Reimbursement

Knox County, at its discretion, will make all reasonable efforts to support the Contractor in obtaining reimbursement for disaster responses efforts both within and outside of the County, when such funds are available. The Contractor will ensure all documentation meets FEMA eligibility standards, policies and guidelines. Knox County reserves the right to not peruse FEMA reimbursement.

## **SECTION VIII ADMINISTRATIVE STANDARDS**

- 8.1 COMMUNITY HEALTH STATUS IMPROVEMENT AND MOBILE INTEGRATED HEALTH INITIATIVES:** The Contractor will take significant steps to improve injury prevention and system access through community education programs provided to the school system and community groups. It is the County's expectation that Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

Contractor shall ensure the provision of EMS services is done so without prejudice or unconscious bias. Contractor shall develop internal mechanisms to assess for implicit bias in the provision of EMS delivery. Contractor shall develop and maintain internal education and awareness programs to address any perceived or actual deficiencies in this area.

As a goal of this EMS Agreement, the Contractor shall annually undertake at least one significant project that shall demonstrably improve the health status in the community.

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

**8.2 PATIENT EXPERIENCE EVALUATION:**

- A. Contractor shall deploy at its own expense a third-party company to conduct patient experience surveys that will provide patients with an opportunity to provide feedback regarding their experience with the Contractor's service. The survey tool shall provide patient experience performance data for each employee that provided care to patients that completed the survey during the survey period. The survey tool shall provide a comparison of the Contractor's patient experience performance against other EMS agencies. The survey process must be conducted by a third party company.
- B. At a minimum 10% of patients who receive care from the Contractor shall receive a survey. Businesses and congregate care living facilities may be excluded.
- C. The survey shall be conducted within fifteen (15) calendar days of the service delivery date and done so separately from the ambulance bill.

**8.3 CUSTOMER SERVICE HOTLINE AND COMPLIANCE PROCESS:**

- A. Contractor shall establish and publish a Customer Access Hotline (including an online complaint process) giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss commendations or suggestions for service improvements. The number may either be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message.
- B. The hotline number will be published on, the Contractor website, publicized at local healthcare facilities, fire stations and, public safety agencies.
- C. Members of the Contractor's Leadership Team are to be automatically notified via pager/text message of any incoming calls. A management designee must return the call to the customer within 30 minutes, 90% of the time. Incidents that require feedback are to be attended to by the end of the next business day.
- D. To the extent possible, a third-party software/service will be utilized. At a minimum the service should automatically capture relevant time-stamps, document the complaint and the disposition.
- E. Any complaints of a clinical nature shall be reported the next business day to the County. The County only needs to be notified on critical issues such as ambulance crashes.

**8.4 EMPLOYEE SAFETY AND WELLNESS:**

- A. The Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.
- B. Contractor shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). The Proposer shall

maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

- C. Contractor shall develop an injury prevention program to reduce work injuries such as back injuries with the use of power assisted stretcher and other employee safety measures.

**8.5 INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM REQUIREMENTS:** Education and intentional prevention of conditions in which accidents occur, is the best mechanism to avoid injuries to Contractor staff and patients. Therefore, the County requires Contractor to develop and implement comprehensive health, safety and loss mitigation program including within three (3) months of initiation of service under the resulting agreement, including at a minimum:

- A. Pre-screening of potential employees (including drug testing)
- B. Initial and on-going driver training
- C. Lifting technique training
- D. Hazard reduction training
- E. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues and involvement of employees in planning and executing its safety program.
- F. Planning for safety and risk mitigation program that will include, at a minimum:
  1. Gathering data on *all* incidents that occur within Contractor workforce
  2. Analyze the data to find causative factors and determine preventive measures
  3. Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors
  4. Gather safety information as required by law
  5. Implement training and corrective action on safety related incidents, as required by law
  6. Provide initial and on-going training on those practices and interventions
  7. Provide safe equipment and vehicles

Monitor the results of employee compliance or non-compliance with the safety plan and refine the plan as new information becomes available.

**8.6 COMMUNICABLE DISEASE, SAFETY, AND PREVENTION:**

- A. The Contractor shall have a Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- B. Contractor shall make available at no cost to its employees all currently recommended and required immunizations and health screening to its high-risk personnel.
- C. Assign a locally employed Communicable Disease point-of-contact with investigative rights.

**8.7 KEY PERSONNEL:**

- A. The Contractor shall have a management staffing plan to oversee all aspects of emergency ambulance service including administration, operations, continuing education, clinical quality improvement, record keeping, and field supervision. An up to date organizational chart with names and positions shall be submitted to Knox County annually.
- B. The proposer shall specifically explain their management staffing model showing how they intend to monitor, and continuously improve both clinical and operational performance. This is to outline span of control and ensure employees are operating professionally and competently.
- C. Required management positions locally employed and assigned within Knox County shall Include:

1. *Operations Manager/Director*: A Full-time individual dedicated specifically to oversee EMS Operations in Knox County as their primary role. This individual shall have significant prior experience managing large, high-performance 9-1-1 emergency medical services system.
  2. *Clinical Manager*: A paramedic or nurse with extensive experience in emergency and critical care with experience working clinically sophisticated 9-1-1 ALS emergency ambulance services system. This individual shall be full-time and dedicated to Knox County, and shall responsible for day-to-day clinical oversight of all of Contractor's clinical services, including clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance and continuous quality improvement. The Clinical Manager or his or her designee will be immediately available to field personnel.
  3. *Field Supervisors*: Contractor shall utilize field supervisors for the direct supervision of field personnel. These individuals will ensure that field personnel maintain the highest level of professionalism, patient care and customer service for all services provided.
    - a. These individuals shall be credentialed by the State of Tennessee as paramedics.
    - b. There shall be an appropriate number of Field Supervisors to cover the geography with a reasonable span of control and provide an immediate response for field incidents.
    - c. Contractor shall have a written program which clearly describes the eligibility criteria, training, roles and responsibilities of field supervisors.
    - d. On-Duty Field Supervisors shall not regularly be scheduled on ambulances and shall be available to and cooperate fully with Knox County and EMS System partners.
- D. *First Responder Liaison*: Knox County's EMS Coordinator shall be designated as the single person/liaison for the First Response agencies within the County.
- E. The Proposer shall identify who within the organization's management staff will have Investigative Authority and the proper method/s of communication.
- F. Provide the qualifications, including resumes, and provide job descriptions for all management, clinical and supervisory personnel for the emergency ambulance service.

**8.8 REPORTS REQUIRED:** Unless otherwise stated, the contractor shall provide, within ten (10) business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. Contractor shall document and report to the County, either electronically or in writing in a form approved by the County, response time compliance and customer complaints.

Detailed descriptions of specific clinical performance measures are provided in Appendix 2. Reports shall include, at a minimum.

- A. Clinical
  1. Clinical Scorecard
  2. Continuing education reports
  3. Summary of clinical inquiries and resolutions
  4. Other QI statistical information reported as requested by Knox County
- B. Operational
  1. Summary of periodic and temporary unit/deployment changes
  2. Summary of any operational issues
  3. Summary of systemic errors that impacted service delivery
    - A. System Status Management errors
    - B. Communication/Technological system errors
    - C. Other relevant issues
  4. Summary of interrupted calls due to vehicle/equipment failures
  5. Community education events
  6. PR activities and government relations report
  7. Other reports as requested by Knox County
- C. Administrative
  1. Financial Report, to be conducted Quarterly (unaudited financial and loss statement)
    1. Income Statement
  2. Yearly audited financial report
  3. Billing Report, to be conducted Quarterly

4. Revenue Cycle Management Reports to include:
  1. Gross Charged, Write-offs/bad Debt, and Net Collections
  2. Charge Master
  3. Payor Mix
  4. Service Level Mix
  5. Average loaded miles
  6. Volumes to include transports and treated-no-transports billed.
  7. Number of patients sent to collections
5. Patient Satisfaction Report
6. Customer Hotline Report
7. Personnel Report, to be conducted Quarterly
8. List of active paramedics and EMTs
9. Attrition report
10. Other reports as requested by Knox County.

**8.9 PARTICIPATION IN SYSTEM DEVELOPMENT AND FUTURE SYSTEM ENHANCEMENTS:** Knox County anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. The County requires that its Contactor actively participate in regional EMS activities and work groups. Contactor agrees to participate and assist in the development of system changes subject to negotiated costs, if any.

During the terms of a contract resulting from this RFP, the Contractor shall participate in studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at-risk and mental health patient populations.

Preventative services and alternative solutions include but are not limited to communications center nurse triage systems, clinical computerized decision support systems, community paramedic programs, alternative destination procedures, treat no transport protocols and field telehealth use. All services, solutions and programs shall be medically guided, approved by the County and shall have a comprehensive evaluation process to assess patient outcomes to ensure employee and patient safety. Any solution requiring communications center systems if implemented, shall use EMD protocols and shall be approved by the County.

**SECTION IX PROPOSAL FORMAT RFP 3454 EMERGENCY MEDICAL SERVICES**

**PROPOSAL INFORMATION:** The following guidelines shall be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the proposers. Knox County reserves the right to reject any proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of proposal submission.

- Proposals must be submitted in a three-ring binder containing sections separated by tabs, including separate tabs for each part listed below. **Do not submit spiral bound or glued binders.**
- Please submit one (1) marked original, one (1) exact copy and one (1) digital copy on CD or Flash Drive. **The electronic copy shall be in one complete file. Do not include multiple folders on the electronic copy.**
- Page numbers should be placed on bottom center of pages.

**PROPOSERS MUST HAVE THEIR BINDERS IN THE EXACT FORMAT LISTED BELOW. Each proposal must address all questions/statements listed in each tab completely.**

**SCORING GUIDELINES:** The evaluation of proposals will consider the following criteria:

- ❖ Appropriateness of the proposed services or practices related to the requirements
- ❖ The effectiveness of the proposed methods
- ❖ Degree to which the approach embodies quality management practices
- ❖ Reliability and clarity of information and data provided
- ❖ Evidence of innovation and/or significant and effective adaptations of approaches used in other EMS performance based operations.

The following evaluation criteria will be utilized in the review of proposals:

Part I: Administration	
• Leadership	100 Points
• Strategic Planning	100 Points
• Human Resources	100 Points
Part II: Operations	
• Clinical Services	100 Points
• Communications	100 Points
• Process Management & Fleet Maintenance	100 Points
Part III: Quality Management	
• Past Performance	100 Points
Part IV: Cost	300 Points

**TAB I TABLE OF CONTENTS AND COVER LETTER**  
**Include a Table of Contents for your submittal**

**TAB II: GENERAL INFORMATION**

One-page cover letter to include a summary of proposer’s ability to provide the products specified in the Request for Proposal and a signed statement authorizing your submission of the proposal.

- Vendor Information
- Company Name
- Address
- Contact Person Phone Number
- Contact Person and e-mail address
- Knox County Vendor Number
- State License (if applicable)
- Knox County Business License (if applicable). State N/A if not applicable.
- EIN Number



**ADMINISTRATION**

**PART 1. ADMINISTRATION & LEADERSHIP:** This section will focus on the organization's general leadership as well as the specific qualifications of key personnel. It should include narrative statements that fully address how the organization's leadership will support the requirements and performance expectations of this procurement, as well as the organization's approach toward sustained effective leadership.

In addition to the information request above, proposals must include a comprehensive overview of those positions incorporating responsibility for the following (on-site) management functions:

- Operations Manager/EMS Director
- Manager of Communications Center
- Manager of Fleet Operations
- Training Supervisor
- Manager of Quality Assurance
- Clinical Supervisor
- Public Relations
- Any other key personnel

The following information must be provided for each of the positions noted above:

- Identification of the individuals, contact information and an overview of their tenure with the organization
- Education, training and experience relevant to emergency medical services
- An overview of the duties and responsibilities assigned to this individual in conjunction with an awarded contract.
- Describe how key personnel participate in and utilize the results of performance reviews.
- Any other pertinent information related to this topic.

If the initial use of an implementation management team which is different in makeup from the permanent management team is anticipated, provide an overview of that team, along with an overview of the anticipated assignment schedule and a plan for the transition to a permanent management team.

**PART 2. STRATEGIC PLANNING:** This section should fully illustrate how the organization sets strategic goals, and how it develops policies and action plans to support initiatives, along with implementation strategies and performance monitoring. Provide an overview of how the organization's strategic planning efforts have previously and will continue to support key benchmarks.

In addition to the overview request above, proposals must provide the following:

- The organization's mission statement.
- A comprehensive overview of how performance metrics are utilized to facilitate strategic planning initiatives. Fully detail what types of performance metrics are routinely utilized, along with a summary of how data is collected, evaluated, and utilized.
- A summary of past or current initiatives that demonstrate the organization's ability to formulate and execute an effective action plan. Clearly note any important differences between short- and longer-term initiatives, if applicable.
- Provide a two (2) to five (5) year projection of anticipated outcomes resulting from the organization's past or current action plans. Identify key measures and/or indicators that will be used to evaluate effectiveness and include appropriate comparisons with key benchmarks. Include the rationale for any estimates or assumptions made in the projection.
- Any other pertinent information related to this topic.

**PART 3. HUMAN RESOURCES:** This section should demonstrate how the organization enables employees to develop and utilize their full potential, aligned with the organization's objectives. Also examined are the organization's efforts to build and maintain a work environment and work climate conducive to performance excellence, full participation, and personal and organizational growth. In your response, address the following areas:

- Describe the initial hiring process that will be utilized by the Contactor, to include recruitment, screening, and onboarding.

- Describe how the organization's continuing education and training programs support employee performance and development.
  - Detail specific ongoing training that is provided to employees, specifically the Continuing Medical Education program(s).
- Describe how the organization maintains a work environment and culture that supports employee well-being and fosters job satisfaction.
  - Detail compensation & benefits packages offered to paramedics and EMTs, and if applicable, dispatch personnel. Include minimum and maximum ranges of compensation using years of experience as a basis for personnel types and the benefits offered.
  - Describe the proposed shift assignments, the use of mandatory overtime, worker's rights, promotion policies, and other job factors which correlate to job satisfaction, performance and retention.
  - Describe the organization's approach toward quality management.
  - Describe the organization's approach toward risk management.
  - Any other pertinent information related to this topic.

**TAB IV:        OPERATIONS**

**PART 1. CLINICAL SERVICES:** This section should demonstrate an alignment of the organization's clinical services with the requirements and performance expectations of this procurement, as well as the organization's approach toward sustained quality clinical services.

In addition to the overview request above, proposals must provide the following:

- Progressive and Clinical Quality Improvements & Continuing Education  
Contractor will develop and implement a comprehensive quality management program that incorporates compliance assurance, process measurement and control, and process improvement that is integrated with the entire EMS system, including first responder agencies, medical communication center operations, and Public Health. The clinical indicators measured by all system participants will be developed through collaborative efforts of the first responder agencies, the Contractor, and the County based on current EMS research and call demand. The County will ultimately approve and implement the quality monitoring and improvement plan to be used by the County and all providers.
- Evidence-Based Performance Measures for Emergency Medical Services Systems which sets benchmarks for the following but not limited to myocardial infarction, stroke, pulmonary edema, bronchospasm, status epilepticus, and trauma. Utilizing a National Recognize system.
- Contribute incident data on all suspected overdoses to which ambulances respond in Knox County to the Overdose Detection Mapping Application Program (ODMAP) run by Washington/Baltimore High Intensity Drug Trafficking Area (HIDTA).
- Work with the Knox County Health Department, Emergency Preparedness Epidemiologist in gathering data utilizing Syndromic Surveillance.

**PART 2. COMMUNICATIONS:** This section should demonstrate an alignment of the organization's communications with the requirements and performance expectations of this procurement, as well as the organization's approach toward sustained quality communications.

In addition to the overview request above, proposals must provide the following:

- Outline how the organization will implement a single point dispatching system which would include deployment of first responders and ancillary services.
- Describe in detail how the Proposer plans for interaction with the current Knox County Emergency Communications District.
- Describe in detail the automated dispatching aids proposed for installation by the Contractor in the KCECD, if applicable.
- Describe in detail any technologies or proposed methods that will be utilized by the Proposer, if awarded the Contract, Automated Vehicle Location (AVL), will be required with in vehicle mapping and navigation, voiceless dispatching, and driver performance monitors.

**PART 3. PROCESS MANAGEMENT/FLEET MAINTENANCE:** This section should demonstrate the key aspects of process management, including customer-focused design, product and service delivery, support, and supplier and partnering processes involving all work units. Provide a comprehensive overview of how key processes are designed, implemented, managed, and improved to achieve better performance.

In addition to the overview request above, proposals must provide the following:

- State the anticipated number of vehicles that will be available for response under this Contract. Include the type, general specifications, and manufacturer, along with any other information needed to establish the quality of the fleet.
  - Confirm minimum fleet size that will be maintained at all times.
  - Describe the fleet maintenance program to be employed. Specifically address how any instance which would render an Ambulance unable to respond to or transport a patient would be tracked, improved and minimized.
- Identify the ALS and BLS equipment to be utilized on all ambulances along with standardization to which the Proposer would be committed if awarded this Contract.
  - Describe the overall program of equipment maintenance and medical supply warehousing to be employed by the Proposer if awarded this Contract.
  - Describe the preventative maintenance-related to medical equipment and medical supply inventory record keeping system to be employed by the Proposer if awarded this contract.
  - Describe the medical supply and equipment distribution system to be employed by the Proposer to serve all First Responder Services and the Proposer's units.
- Any other pertinent information related to this topic.

**TAB V: QUALITY MANAGEMENT**

**PART 1. BUSINESS RESULTS & PAST PERFORMANCE** This section should demonstrate past performance illustrative of operational performance, customer satisfaction, robust financial and marketplace performance, and effective human resource management. In your response, address the following areas and indicate the programs that would be used in conjunction with Knox County's project:

- Provide a summary of three (3) current ALS contracts (transport or other) and associated service areas, served within the last five (5) years with population of 300,000 to 700,000. Include the name, address and phone number of the contract manager or local regulator. Provide an overview of different customer groups and market segments, as applicable. If the service is no longer provided, explain why.
  - Summarize indicators of customer satisfaction, including satisfaction relative to competitors.
  - Detail how the organization monitors customer satisfaction and what specific service data is collected? What methods will be used for collection? How will the data be used to improve customer satisfaction?
  - Summarize organization current and/or proposed operational performance objectives that contribute to the achievement of key organization performance goals - customer satisfaction, product and service quality, operational effectiveness, and financial/marketplace performance.
- Summarize the organization's current and/or proposed key financial and marketplace performance results.
  - Document your organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets). Provide the most recent audited annual financial statements for the proposer and affiliated organizations.
  - Document the estimated amount of working capital that will be committed to the startup of the Contract if awarded. State the source of those funds and attach any endorsement documents if the capital is borrowed.
    - Document the method of financing all startup and operational costs including but not limited to the initial ambulance fleet and equipment required to begin operations if the Contract is awarded. Proposer shall disclose any and all funding, including in-kind funding/support and cost allocations from existing services that will support the provision of ambulance services within Knox County. This includes any funding from existing contracts.
  - Document the amount of funding that will be dedicated to "Reserve for Contingencies", and the full costing allocations for Risk Management, Insurance, Legal and Human Resource functions for the startup of this contract if awarded.
- Detail any and all federal, state or local government regulatory investigations, findings, actions or complaints and their respective resolutions for the Proposer's organization and affiliated organizations within the last ten (10) years.
- Detail any litigation in which the organization is currently involved, along with any pending litigation.

- Document any national, state or local quality management awards received by your organization or key personnel. Describe any efforts that your organization will make to apply for such awards in managing the Ambulance Services Agreement if awarded the contract.
- Document any national, state or local EMS or ambulance Industry awards received by your organization or key personnel. Describe any efforts that your organization will make to apply for such awards in managing the Ambulance Services Agreement if awarded the Contract.
- Document any programs, divisions, or operations that are accredited within your organization. Describe any efforts that your organization will make to apply for such accreditation in managing the Ambulance Services Agreement if awarded the Contract.
- Please describe any related proposed services which may or may not be considered by Knox County for inclusion in the Ambulance Service Agreement.
- Any other pertinent information related to this topic.

**PART 2. CUSTOMER AND MARKET FOCUS:** This section should detail how the organization uses the requirements, expectations, and preferences of customers and markets to maintain and/or improve its service quality, along with the manner in which the organization builds customer relationships and ensures satisfaction. In replying to this section remember that “customers” are both internal and external- this section should be addressed with a holistic view of patients and patient outcomes, their families, the public, other public safety professionals and health care professionals.

- Describe how the organization enables customers to conduct business, seek assistance and voice complaints.
- Provide a brief description of how the organization utilizes feedback and outcomes from its former, current, and potential customers and markets in order to support the organization's service delivery. Provide relevant examples of customer and market knowledge that have been applied to improve the delivery of service or customer satisfaction.
- Describe how the organization's approach toward customer focused initiatives has evolved with changing needs.
- Describe how the organization, its key personnel, and its employees support and strengthen local communities.
- Describe how your company has been involved in programs such as Community Paramedicine, Mobile Integrated Healthcare, and/or Healthcare Navigation.
- Any other pertinent information related to this topic.

**PART 3. INFORMATION AND ANALYSIS:** This section should detail how the selection, management, and effective use of information and data support key organization processes and action plans, as well as the organization's performance management system. The Contractor will be required to utilize a comprehensive model of quality management. Knox County prefers the Baldrige Performance Excellence Program or similar. This model must be patient centered and encompass clinical improvement. It should incorporate compliance assurance, process measurement and control and utilize first responder agencies, medical communications center operations and EMS. The clinical indicators measured by all system participants must be developed through collaborative efforts of all first responder agencies, the Contractor, the Contractor's Medical Director, and the County. Statistical analysis and reports will be monitored and should be submitted monthly, or as requested by the County.

Commission on Accreditation of Ambulance Services (CAAS) Accreditation, although not required to be considered for award of this RFP, is strongly encouraged by Knox County. Knox County would anticipate the successful contractor complete the accreditation process within forty-eight (48) months after the execution of the resulting Contract.

In addition to the information request above, proposals must provide the following:

- A description of the organization's program selection, management, and use of information and data in support of key organization processes and action plans.
  - Detail the main types of collected information and data, financial and non-financial, and how each type relates to key organization processes and action plans.
  - Describe how performance data from all parts of the organization are integrated and analyzed to assess overall organization performance in key areas. Describe how the principal financial and non-financial measures are integrated and analyzed to determine:
    - Clinical performance
    - Operational performance

- Detail how this information is utilized in relation to overall improvement of organization performance.
- Describe how the Contractor's Medical Direction incorporates local physician involvement, interaction, credentialing, tasks and disciplinary involvement and/or responsibilities.
- Describe how the information and data are deployed to all users to support the effective management and evaluation of key organization processes.
  - Describe senior leadership's participation in the oversight process.
- Confirm the following:
  - That a Quality Manager will be designated for Knox County to oversee the quality management program
  - That Contractor will submit comprehensive key performance indicator reports to the County, when requested.
  - That the Contractor will actively pursue initiatives designed to improve the quality of EMS in Knox County.
  - That the Contractor even though not required by the County, will utilize the most current *Baldrige Performance Excellence Program: Health Care Criteria for Performance Excellence* and at a minimum have completed the self analysis worksheet. The core areas addressed by this process provide a solid foundation for a comprehensive quality program.
  - If and how CAAS Accreditation will be obtained and maintained in conjunction with an awarded contract.
  - That the contractor will make available to Knox County any training, certifications of employees assigned to ambulances or dispatch, any consolidated dispatch, transport reporting system as well as patient outcomes, electronically.
- Any other pertinent information related to this topic.

**TAB VI**      **DISPATCH MODELING** Proposers must provide the costing for two dispatch models in your proposal.

**PART 1.** Model I - Knox County Emergency Communication District (KCECD) will take the initial call intake. Once it has been determined to be a medical emergency KCECD will transfer the call via one button transfer interface where the EMS Contractor will EMD the call and dispatch the appropriate level of service. The clock will start once the EMS Contractor receives the call from KCECD and an address and call determineate has been determined. The EMS Contractors' Communications personnel shall be certified as Basic Telecommunicators and Emergency Medical Dispatchers (EMD) by the standards set forth in the Association of Public Safety Communications Officials (APCO).

**PART 2.** Model II - Knox County Emergency Communication District (KCECD) will take the initial call intake. Once it has been determined to be a medical emergency the telecommunicator will capture the emergency address and EMD the call. KCECD will transfer the call via cad-to-cad or internal electronic transfer. The EMS Contractor will dispatch the appropriate level of service based on the Priority that was sent over by KCECD. The clock will start once the EMS Contractor receives the call from KCECD with a geoverified address and call priority. The EMS Contractors' Communications personnel shall be certified as Basic Telecommunicators and Emergency Medical Dispatchers (EMD) by the standards outlined in the Association of Public Safety Communications Officials (APCO).

**TAB VII**      **EXCEPTIONS TO SPECIFICATIONS**  
Proposers must state exceptions to specifications, if any, as detailed in Section 3.15.

**TAB VIII**      **ATTACHMENTS**  
Iran Divestment Act/No-Boycott of Israel Affidavit as per Sections 2.13 and 2.15  
Proposers must return the Insurance Checklist with their proposal as detailed in Section 3.18.

**TAB IX**      **ADDITIONAL INFORMATION**  
Proposers may submit additional information regarding their company and the services they offer, believe are necessary to fully provide the services, or believe would be beneficial to Knox County within the context of the services requested in this RFP. NOTE: Please specify and include documentation regarding unique equipment or capabilities.

ATTACHMENT A  
KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST  
PROPOSAL NUMBER 3454

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 23

REQUIRED	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																
YES	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td><input checked="" type="checkbox"/></td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)			<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>				COMBINE SINGLE LIMIT (Per -Accident) \$ 1,000,000 BODY INJURY (Per -Person) BODY INJURY (Per-Accident) PROPERTY DAMAGE (Per-Accident)
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<input type="checkbox"/>																			
<input type="checkbox"/>																			
YES	4.	COMMERCIAL GENERAL LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/></td> <td>CLAIM MADE</td> <td><input checked="" type="checkbox"/></td> <td>OCCUR</td> </tr> <tr> <td><input type="checkbox"/></td> <td></td> <td><input type="checkbox"/></td> <td></td> </tr> </table>	<input type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR	<input type="checkbox"/>		<input type="checkbox"/>		LIMITS EACH OCCURRENCE \$1,000,000 FIRE LEGAL LIABILITY \$100,000 MED EXP (Per person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE \$2,000,000								
<input type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR																
<input type="checkbox"/>		<input type="checkbox"/>																	
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																
		PROFESSIONAL LIABILITY																	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																
NO	13.	MOTOR CARGO INSURANCE																	
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																
NO	17.	DISHONESTY BOND	\$																
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																

20. CARRIER RATING SHALL BE BEST'S RATING OF A-V OR BETTER OR ITS EQUIVALENT.
21. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL NAMED INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
22. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.
23. OTHER INSURANCE REQUIRED \_\_\_\_\_

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE PROPOSALDER NAMED BELOW AND HAVE ADVISED THE PROPOSER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

PROPOSER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

PROPOSER NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

**ATTACHMENT C**  
**KNOX COUNTY PROCUREMENT DIVISION**  
**IRAN DIVESTMENT ACT/NO BOYCOTT OF ISRAEL**

By submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Authorizing Signature:

\_\_\_\_\_ (sign in blue ink)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Pursuant to Tennessee Code Annotated Title 12, Chapter 4, Part 1, by submission of a response to this solicitation, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel.

Authorizing Signature:

\_\_\_\_\_ (sign in blue ink)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D  
NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Proposal or of any other proposer, or to secure through any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
(Signature)

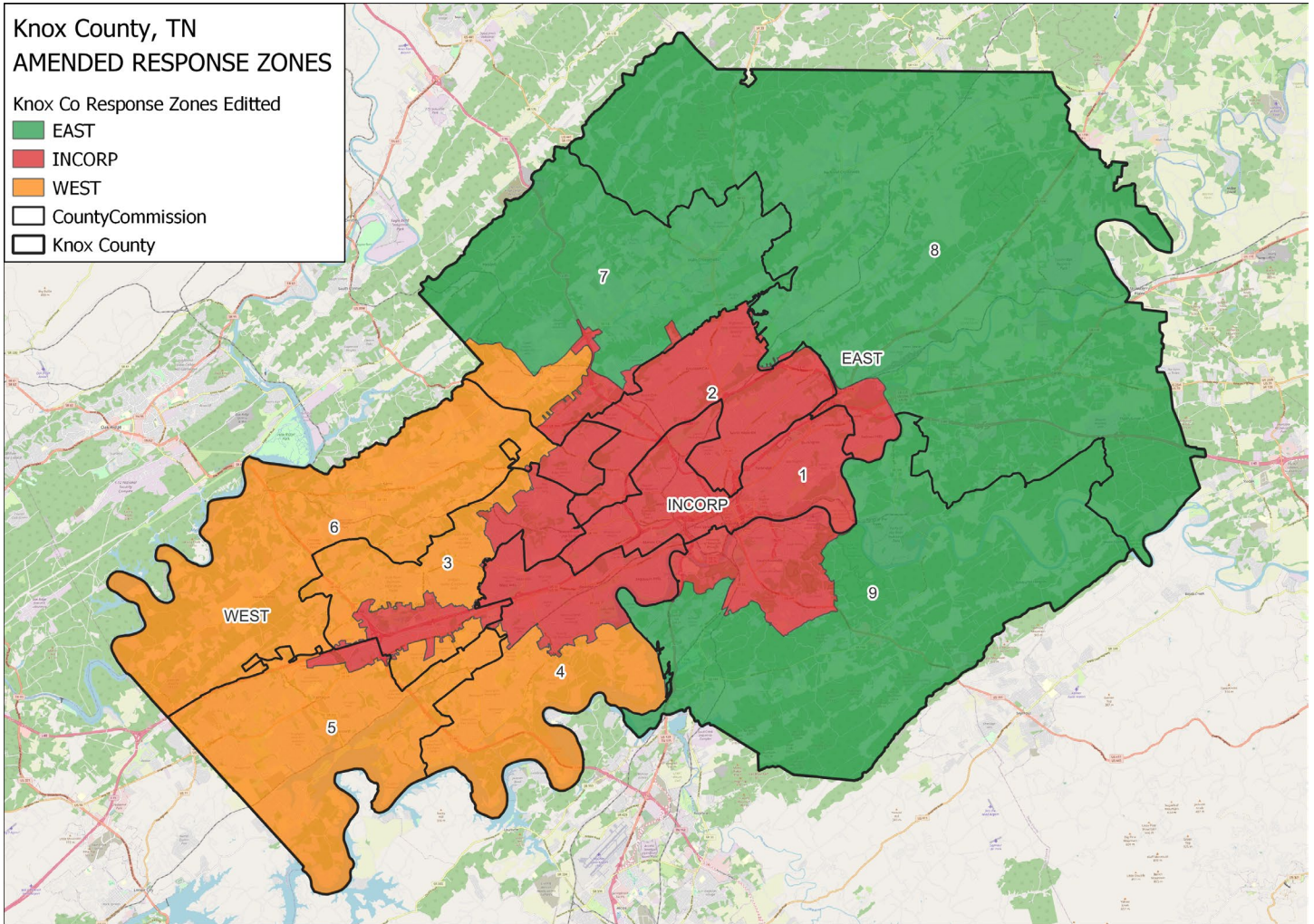
My commission expires \_\_\_\_\_



**Appendix 1: EMS Rates**

<b>Call Type</b>	<b>Rate</b>
<b>BLS Emergency</b>	<b>\$803.88</b>
<b>BLS Non-Emergency</b>	<b>\$636.08</b>
<b>ALS Emergency</b>	<b>\$983.57</b>
<b>ALS Non-Emergency</b>	<b>\$757.37</b>
<b>Specialty Care Transport</b>	<b>\$1,320.90</b>
<b>Mileage</b>	<b>\$15.45</b>

## Appendix 2: Response Zone Map



Appendix 3: Clinical Scorecard Example

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

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

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

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

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