### CITY OF NORTHFIELD COUNCIL MEETING AGENDA JULY 9, 2015

**MEETING CALLED TO ORDER** by Mary Canesi, Municipal Clerk. This meeting has been properly advertised in the Press of Atlantic City on July 7<sup>th</sup> 2015 according to Public Law 1975, Chapter 231

### **FLAG SALUTE**

**ROLL CALL**: Dewees, Lischin, Murray, O'Neill, Perri, Piergiovanni, Travagline

### PUBLIC SESSION/FIVE MINUTES PER SPEAKER

### **RESOLUTION**

133-2015 A Resolution Approving Specifications For A Request For Proposal

For Emergency Medical Services For The City Of Northfield And

The City Of Linwood

### **MEETING NOTICES**

City Council July 28<sup>th</sup> 6:

6:00pm Work Session Regular

Session Immediately Following

### **ADJOURNMENT**

### CITY OF NORTHFIELD COUNCIL MEETING AGENDA JULY 9, 2015

### CITY OF NORTHFIELD, NJ RESOLUTION NO. 133-2015

### A RESOLUTION APPROVING SPECIFICATIONS FOR A REQUEST FOR PROPOSAL FOR EMERGENCY MEDICAL SERVICES FOR THE CITY OF NORTHFIELD AND THE CITY OF LINWOOD

**WHEREAS**, N.J.S.A. 40A:11-11(10) authorizes contracting units to establish a Joint Purchasing System and to enter into a Joint Purchasing Agreement for its administration; and

**WHEREAS**, on March 24, 2009, the Council of the City of Northfield, County of Atlantic, State of New Jersey authorized the execution of a Joint Purchasing System Agreement with the City of Linwood for the provision of Emergency Medical Services; and

**WHEREAS**, specifications for proposals to provide Emergency Medical Services for the City of Northfield and the City of Linwood have been prepared and reviewed by the Council of the City of Northfield.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Northfield, Atlantic County, New Jersey that the aforesaid specifications set forth in Exhibit A are hereby approved.

**BE IT FURTHER RESOLVED,** that the Council of the City of Northfield is desirous of having the City of Linwood continue its voluntary participation the "Lead Agency" in the Joint Purchasing System.

**BE IT FURTHER RESOLVED**, that the Council of the City of Northfield reserves the right to reject all proposals.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Special Meeting of the City Council of Northfield, held this 9<sup>th</sup> day of July, 2015.

Mary Canesi, RMC, Municipal Clerk

### CITIES OF LINWOOD & NORTHFIELD

# REQUEST FOR PROPOSAL

PROVISION OF A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE ("EMS") RESPONSE AND TRANSPORTATION SYSTEM

# PROPOSALS MUST BE RECEIVED August 4, 2015, 11 AM

LATE PROPOSALS WILL NOT BE ACCEPTED

#### SUBMIT PROPOSALS TO:

OFFICE OF THE LINWOOD CITY CLERK c/o Shared Services EMS Committee CITY OF LINWOOD 400 POPLAR AVENUE LINWOOD, NEW JERSEY 08221

SUBMIT ONE (1) ORIGINAL AND EIGHT (8) COPIES OF YOUR THREE PROPOSALS IN A SEALED ENVELOPE MARKED:

PROPOSAL FOR SERVICES EMS SYSTEM FOR CITY OF LINWOOD ONLY PROPOSAL FOR SERVICES EMS SYSTEM FOR CITY OF NOTHFIELD ONLY PROPOSAL FOR SHARED SERVICES FOR LINWOOD AND NORTHFIELD EMS SYSTEM

PLEASE NOTE THAT BIDS ARE BEING REQUESTED SO THAT

ALL BIDDERS MUST SUBMIT PROPOSALS TO BID LINWOOD AND NORTHFIELD ONLY OR TO BID NORTHFIELD AND LINWOOD JOINTLY. BIDDERS ARE ENCOURAGED, BUT NOT REQUIRED, TO SUBMIT BIDS FOR ALL THREE PROPOSALS:

- 1. PROPOSAL FOR SERVICES EMS SYSTEM FOR CITY OF LINWOOD ONLY
- 2. PROPOSAL FOR SERVICES EMS SYSTEM FOR CITY OF NOTHFIELD ONLY
- 3. PROPOSAL FOR SHARED SERVICES FOR LINWOOD AND NORTHFIELD EMS SYSTEM

PLEASE NOTE THAT ALL BIDDERS MUST SUBMIT BIDS FOR BOTH PROPOSAL 1 AND 2 OR PROPOSAL 3. ANY BIDDER JUST SUBMITTING A PROPOSAL 1 OR 2 WILL BE DISQUALIFIED. BIDDERS ARE ENCOURAGED, BUT NOT REQUIRED, TO SUBMIT A PROPOSAL FOR ALL THREE BIDS.

#### NOTE

THE CITIES OF LINWOOD AND NORTHFIELD RESERVE THE RIGHT UPON COMPLETION OF REVIEW OF ALL BIDS TO AWARD THIS CONTRACT AS TWO SEPARATE CONTRACTS TO THE CITY OF LINWOOD AND TO THE CITY OF NORTHFIELD OR AS A SHARED SERVICES CONTRACT TO LINWOOD AND NORTHFIELD JOINTLY

### REQUEST FOR PROPOSALS

PROVISION OF A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE RESPONSE AND TRANSPORTATION SYSTEM

### REQUEST FOR PROPOSALS

The Cities of Linwood and Northfield will receive sealed proposals for the provision of a basic life support emergency medical service response and transportation system until **August 4, 2015, 11:00 AM**.

Attached is a description of the project and program specifications.

#### LINWOOD EMS FACILITIES ARE LOCATED AT:

Linwood Rescue Squad Building 515 West Patcong Avenue Linwood, NJ 08221

#### NORTHFIELD EMS FACILITIES ARE LOCATED AT:

Northfield City Hall 1600 Shore Road Northfield, NJ 08225

Final proposals must be submitted in one (1) original and NINE (9) copies on 8 ½" x 11" paper only, under separate cover, marked "Proposal for EMS System."

Proposals shall be submitted no later than 11:00 AM, August 4, 2015 to:

OFFICE OF THE LINWOOD CITY CLERK C/O: SHARED SERVICES EMS COMMITTEE CITY OF LINWOOD 400 POP;LAR AVENUE LINWOOD, NEW JERSEY 08221

All questions should be in writing prior to July 30, 2015 and directed to:

LEIGH ANN NAPOLI, MUNICIPAL CLERK 400 POPLAR AVENUE LINWOOD, NJ 08221

OR VIA EMAI: <u>LNAPOLI@LINWOODCITY.ORG</u>

# REQUEST FOR PROPOSALS

PROVISION OF A BASIC LIFE SUPPORT EMERGENCY MEDICAL SERVICE RESPONSE AND TRANSPORTATION SYSTEM

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#### I. ADMINISTRATIVE INFORMATION

#### A. PURPOSE

The Cities of Linwood and Northfield, hereinafter referred to as Cities, are responsible for providing basic life support ("BLS") emergency medical services ("EMS"), including emergency response and patient transportation, to all citizens and visitors of the Cities.

In 2009, the Cities determined that it was in the best interest of the Cities that emergency medical services are provided by a qualified agency under the auspice of a bid format. Through the bid format, the Cities can request desired aspects of an emergency health service to be provided by those who service the Cities, and ensure that those elements are available to the Cities. Therefore, it is customary to issue a solicitation that describes the services desired and which request responses from interested organizations.

The following Request for Proposals ("RFP") seeks responses from qualified organizations to provide and manage the emergency medical system for eligible residents and visitors, as further stated. The Cities are seeking a qualified health care organization to provide comprehensive emergency medical services to any residents or visitors to the Cities who are in need of such services.

The Cities are seeking to ensure appropriate access to emergency medical services, provide the community with a high standard of care, and improve the efficient use of limited medical care resources. The Cities desire a three (3) year contract with two successive, one-year renewal options for the Cities.

Proposals are welcomed from individual or group medical practices, clinic organizations, non-profit health service/providers organizations, health care corporations (including prepaid health plans and health maintenance organizations), hospitals or through a combination of the above. Of interest are organizations with demonstrated commitment to providing linguistically and culturally sensitive, quality, efficient emergency medical care services and community education and interactions to the Cities.

#### B. OBJECTIVES OF THE REQUEST FOR PROPOSAL (RFP)

- 1. To provide data necessary for preparation of proposals.
- 2. To provide a fair method for objectively analyzing submitted proposals
- 3. To result in a contract between the successful bidder (unless all proposals are rejected) that will provide the following for the Cities:
  - Quality, cost-effective, basic life support, emergency medical services for the Cities, including emergency response and transportation;
  - Development and implementation of an emergency medical services program with clear objectives, policies and procedures, and a process for documenting ongoing achievement of contract obligations;
  - Utilization of appropriate emergency medical service personnel, in accordance with their scope of practice, who are certified, as required in New Jersey;

- Administrative leadership that provides for both cost accountability and responsiveness to the contract administrator;
- Assurance that required state and federal requirements, and community standards of care are met;
- An emergency medical care system that is respectful of the patients' rights to medical care and delivers care in a respectful and culturally sensitive manner.
- An emergency medical care system that is geographically accessible, throughout the Cities, within predefined time limits.

#### C. PROPOSAL PROCESS

The following is a schedule of events concerning the proposal process:

Resolution Authorizing the Advertisement for Bids	July 8, 2015
Publication of Advertisement for Bids	July 9, 2015
Written Questions, if necessary	July 30, 2015
Proposal due date (Receipt of Bids)	August 4, 2015 11:00 AM

#### D. REJECTION OF PROPOSALS

The Cities reserves the right to reject **any or all** proposals received by reason of this request. The Cities will not pay for any information herein requested, nor is liable for any costs incurred by those submitting proposals. The Cities reserves the right to select the bidder who will meet the needs of the Cities; the selection will not necessarily be made solely on the cost.

Persons or entities submitting proposals, which do not meet the mandatory requirements, will be considered in non-compliance and will be disqualified unless the Cities in its discretion waives such non-compliance.

After evaluation of proposals and approval by the Cities, all bidders will be notified of the selected bidder.

#### E. DISCLOSURE OF PROPOSAL CONTENT

No proposals shall be handled during the review period so as to permit disclosure of the identity of any bidder(s) or the contents of any proposal to competing bidders. After award, the proposals shall be available for public inspection except to the extent the bidder designates, at the time of submission, trade secrets or other proprietary data to be confidential. Materials so designated shall accompany the proposal and shall be readily separable from the proposal in order to facilitate public inspection. The Cities shall examine the proposals to determine the validity of any requests for nondisclosure. If the parties do not agree as to the disclosure data, the Cities shall inform the bidder what portions of the proposals will be disclosed, and that unless the bidder protests, the proposals will be so disclosed. The Cities shall make the final determination regarding disclosure of proposal contents.

#### F. PROPOSAL OBLIGATION AND DISPOSITION

The contents of the proposal and any clarifications thereto submitted by the successful bidder shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of the Cities and will not be returned to the bidder.

#### G. APPLICABLE STATUTES AND RULES

The terms and conditions of this RFP and the resulting contract or activities based upon the RFP shall be construed in accordance with all applicable laws, regulations and rules. The Contractor shall at all times comply with all laws and regulations governing their service to the patients within the Cities and elsewhere. The Contractor shall and without added cost to the Cities comply with current regulations and any new regulations which may become effective while providing their services to the Cities.

#### H. SIGNATURE OF BIDDER AGENT

Each bidder's proposal and any clarifications to that proposal shall be signed by an officer of the bidder company or a designated agent empowered to bind the firm in a contract.

#### I. METHOD OF AWARD

The Cities reserves the right to award this contract not necessarily to the firm with the lowest proposed price. The successful proposal will be determined by a joint shared services committee of the Cities utilizing both price and criteria as outlined in this RFP.

#### J. QUALIFICATIONS OF THE BIDDER

The Cities, by and through the use of specific committees, independent consultants and others as deemed necessary and appropriate, will review all proposals meeting the criteria of this RFP.

All proposals will be evaluated and points awarded from 0 to the maximum assigned to each criterion for a total possible points of 500. All evaluations of proposals will be based on objective data that is to be submitted by the bidder. Should the bidder fail to address any of the criteria listed below, no points will be awarded. Accordingly, points will not be awarded based on any data gained based on contact with the bidder outside the bid process.

#### K. CRITERIA OF BIDDER PROPOSALS

Criteria utilized in assessing the proposals received shall include, but not be limited to, the following: 1. Acceptance of the Conditions (This Criterion refers to the acceptance of the bidder to the 2. Bidder Qualifications (This criterion will measure the ability of the prospective Contractor to successfully complete the contract as required. Consideration will be given to the following with points, or rating factors, applied to each. The sum of the individual factors will be the Prior Experience - EMERGENCY 911 EMS System Administration. 25 points Ability to Manage the System and Commitment to Accountability......25 points Commitment to Ancillary Services (QA, Public Education, etc.)........... 20 points 3. Professional Merit/Program Quality (Agreement to program specifications, soundness of the program and professionalism of the content will be evaluated by this criteria. In addition, reasonableness of staffing plans, soundness of approach, and quality of the total program 4. Price (The willingness to provide services for the funds provided, and the net cost to the Cities over the length of the contract period will be evaluated by this TOTAL POINTS POSSIBLE: 500 POINTS

#### II. GENERAL TERMS AND CONDITIONS OF CONTRACT WITH SELECTED BIDDER

#### A. TERMINATION

The Cities may terminate the contract resulting from this request at any time should the Contractor fail to carry out its provisions. The Cities shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within ten (10) days, the Cities shall issue the Contractor an order to stop work immediately and to vacate any City owned premises and return any City owned property.

Either party may terminate this contract without cause upon giving 90 days written notice. However, if the Contractor terminates the contract pursuant to this provision the Contractor agrees to grant the Cities an additional 60 day extension, (for a total of 150 days), of the contract in order to find a suitable replacement for Contractor.

#### **B. FAILURE TO PERFORM**

- 1. If Contractor fails to provide full staffing and services in accordance with the staffing pattern, hours and availability required by this RFP, Contractor acknowledges and admits that the Cities will suffer damage, and that it is and will be impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and Cities that the Contractor shall pay to the Cities, as fixed and liquidated damages and not as a penalty, the sum of five hundred dollars (\$500) for each consecutive day after seven (7) that any position remains vacant or staffed for less than the number of hours prescribed. Furthermore, if in any two (2) days out of seven (7) in any week, response times fail to meet the ninety (90) percent requirement, Contractor shall pay the Cities liquidated damages in the amount of \$500.00 for each such week. Each time the Contractor exceeds the maximum allowable time for responding, Contractor shall pay the Cities liquidated damages in the amount of \$100.00 for each violation. If any other service required by this Agreement is not provided, the Contractor shall pay the Cities liquidated damages in the amount of \$500.00 and the Cities may deduct the amount thereof from any sum due or that may become due to the Contractor under this Agreement.
- 2. In addition to any other remedy available to the Cities, should Contractor fail to provide any services required of it pursuant to this RFP:
  - a. The Cities may elect to provide for any such service, directly or indirectly, and, if the Cities do so, Contractor shall reimburse the Cities for all costs and expenses incurred by the Cities in so doing. In such event, the Cities may deduct any and all such costs and expenses from any sum due or that may become due to the Contractor under this Agreement. In such event, the Contractor will be responsible for all costs incurred by the Cities.

#### C. INSURANCE

The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements. Proposals must include copies of current

insurance coverage. The provider will provide tail coverage up to 7 years upon termination of contract

- 1. Workers' Compensation and Employer's liability: Workers' Compensation limits in accordance with laws and regulations of the State of New Jersey and Employer's liability limits of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the Cities, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Cities.
- 2. Comprehensive General Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.
- 3. Automobile Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury and property damage.
- 4. Professional Liability: professional liability insurance covering all medical professional staff \$2,000,000 limit per occurrence and \$4,000,000 in aggregate annually.
- 5. Catastrophic liability policy totaling \$10,000,000.00 in coverage.

The Contractor's insurance must act as primary coverage, NOT excess or contributing coverage, with regard to the subject contract. The successful bidder will be required to provide original certificates of insurance, naming the Cities as co-insured, to the Cities at the time of award. The Contractor shall assure Cities that all subcontractors are insured and shall furnish or shall have furnished separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the Cities. At the option of the Cities, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Cities, its officials and employees; or the Contractor shall procure a bond, issued by a security firm admitted in the State of New Jersey and approved by the Cities, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Each insurance policy required by this RFP shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the Cities.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The Cities, its officer, officials and employees are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the Cities, its officers, officials and employees.
- 2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Cities, its officers, officials or employees.
- 3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Contractor shall furnish the Cities with certificates of insurance and with original endorsements affecting coverage required by this RFP. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates

and endorsements are to be on forms provided and/or approved by the Cities before work commences. The Cities reserve the right to require complete, certified copies of all required insurance policies, at anytime.

#### D. EQUAL EMPLOYMENT OPPORTUNITIES

The Contractor shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, physical or mental disability, or national origin.

#### E. WARRANTY AGAINST CONTINGENT FEES

The Contractor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by the Contractor for the purpose of securing business.

#### F. SUBCONTRACTS

The Cities must approve in advance all subcontracts entered into by the Contractor for the purpose of completing the provisions of this contract.

#### G. PATIENT MEDICAL RECORDS

The Contractor shall permit the Cities immediate access, during regular business hours, to any and all records, logs or documentation of condition and treatment of Cities patients.

Medical records are of a confidential nature. The Contractor will agree to establish those procedures necessary to maintain the confidentiality and security of health care records as required by law.

The Contractor acknowledges that the federal law and associated regulations regarding confidential patient information is the Health Insurance Privacy and Portability Act (HIPPA). Accordingly, the Contractor will ensure that the emergency medical services system of the Cities is in full compliance with HIPPA at all times. Failure to comply with HIPPA will be considered a material breach of this contract and will subject the Contractor to full liability for such a breach, including, but not limited to assumption of any and all liability which the Cities may be exposed to for failure to comply with HIPPA and its associated regulations.

#### H. CONTRACTOR PERSONNEL

The Cities may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the contract in a professional and competent manner.

The Contractor shall notify the Cities of all management and critical supervisory appointments that are associated with this contract.

#### I. CONTRACTOR'S COOPERATION

The Contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the contract. The Contractor shall maintain

regular communications with the Cities or its designees and shall actively cooperate in all matters pertaining to this contract.

#### J. TERM OF CONTRACT

The contract shall cover the period from September 1, 2015 through August 31, 2018, with two successive, one-year renewal options at the sole discretion of the Cities.

#### K. INDEMNITY

The Contractor will defend and hold the Cities harmless from all claims, demands, or judgments deriving from any acts or omissions of contractor, its officers, agents, employees, or sub-contractors (including but not limited to alleged professional malpractice) regardless of whether it is caused in part by the negligent acts or omissions of the Cities or any of its agents or employees, excepting only those instances where the Cities, its agents or employees are alleged or determined to be the sole cause of injury.

#### L. REIMBURSEMENT FOR SERVICES

If applicable, the Cities shall pay the Contractor for provision of designated services during the term of the contract, in the amount of the proposal or other agreed upon sum, which shall be payable monthly.

#### M. CONTRACT ADJUSTMENTS

Changes in contractual provisions or services to be furnished under the contract may be requested only in writing and must be approved by the Cities and the Contractor. Should a decision be made to amend the scope of the contract, the Cities and the Contractor will mutually agree to the changes in writing.

#### N. WASTE DISPOSAL

Disposal of contaminated waste in accordance with all applicable laws and regulations, and bagging and decontamination of contaminated linens shall be the responsibility of the Contractor.

#### O. PUBLIC INFORMATION

The Contractor shall not publish any findings based on data obtained from operations pursuant to the contract without the prior consent of the Cities, whose written consent shall not be unreasonably withheld.

#### P. COMPLIANCE WITH MINIMUM FEDERAL AND STATE STANDARDS

Contractor will provide services that comply with all federal and state standards and regulations.

#### Q. ACCESS TO MANAGEMENT INFORMATION

The Cities shall have the right to access information necessary for review of the contract terms and conditions.

#### R. SOLE PROPERTY OF CITIES

All reports, studies, information, data, statistics, forms, instructions, designs, plans, procedures, manuals, systems, software, documentation, and any other material or property produced under this Agreement shall be the shared by the Cities and Contractor. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by any person, agency or corporation other than the Cities or the Contractor.

#### S. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract will not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated.

#### III. DEFINITIONS

- AMBULANCE: A licensed emergency vehicle equipped and operated in accordance with the standards of the law including NJAC 8:40, the purpose of which is to provide treatment and transportation of the sick and injured to a medical care facility.
- BASIC LIFE SUPPORT: The standard of medical care rendered, in accordance with professional guidelines and standards, that, based on New Jersey State Law, includes oxygen therapy, basic traumatic life support, basic cardiac life support, airway management, including intubation, use of an automatic external defibrillator, and all other aspects of care as provided for by the EMT-Basic National Curriculum as published by the National Highway Traffic Safety Administration.
- PATIENT: Any resident or visitor who, based on information received through the dispatch center, is perceived to be in need of medical care.
- PROVIDER: A State of New Jersey certified emergency health services provider who is authorized by the Cities to provide emergency health services within the Cities.
- RESPONSE: The act of physically proceeding to the location where a patient is at, as defined by information received through the dispatch process.
- RESPONSE TIME: The period, measured in seconds, from the **Bidders receipt of a call** for emergency health services until the patient is reached.
- RESIDENT: A person who, at the time of response, treatment or transport by the Bidder, occupied any type of dwelling including, but not limited to a home, rental unit, motel, hotel, residential living facility, boarding house, medical treatment facility, nursing home, or extended care facility within the geographic boundaries of the Cities.
- TRANSPORT: The act of physically moving a patient from one location to another in a professional manner, in adherence with all professional guidelines and standards which may govern the relocation of the patient.
- TREATMENT: Medical care provided to the patient, including, but not limited to the assessment, stabilization, and provision of medical interventions to a patient.
- VISITOR: A person who, at the time of response, treatment or transport by the Bidder, was physically located within the geographic bounds of the Cities, despite the maintenance of a residence outside of the geographic bounds of the Cities.

#### IV. SCOPE OF CONTRACT

The Cities seek to contract with an organization to administer/provide emergency medical services for the residents and visitors of the Cities, as further defined below. The Cities have sought to identify Contractor responsibilities, for purposes of clarity. The successful bidder shall be responsible for administering/providing a program of:

- Overall Program Management
- Data Collection and Reporting
- Resource Utilization
- Management of Care
- Utilization Review
- Quality Assurance
- Public Information and Education
- Provider Relations

#### A. OVERALL PROGRAM MANAGEMENT

- 1. Develop, maintain and update as necessary all the procedures and manuals necessary to properly administer/provide emergency medical services in a manner consistent with this RFP, including but not limited to the program goals (see VI, B)
- 2. Advise the Cities, on a monthly basis, of all pertinent aspects of emergency medical services delivery. Inform the Cities on a monthly basis of problems identified in the structure and/or administration of the program. Meet at least monthly with Cities staff to review financial and utilization data, identify problems, and develop corrective action.
- 3. Make recommendations to the Cities on changes in the program design and/or procedures as needed but no less than annually.
- 4. Assist the Cities in the preparation of reports to the State and other agencies regarding the emergency medical services system and, as necessary, provide any data needed by the Cities to prepare the annual budget and other reports as requested.

#### **B. DATA COLLECTION AND REPORTING**

- 1. Maintain (and modify as necessary) a centralized data collection and analysis system. Data collected on from this system may be entered into the computerized database (PREFERED). A unique patient identification number will identify each patient such that an unduplicated count of users throughout the Cities may be obtained; and all services provided to any individual may be identified.
- 2. Collect and analyze utilization information on the population served and provide monthly reports indicating such information. At a minimum this should include the following:
  - Response Time Data, including, but not limited to median, mean mode and standard deviation statistics related to response time as well as, upper and lower limits;
  - Call Volume Data (number of calls per month, peak utilization hours, etc)
  - Call Nature Data (top 10 chief complaints, percentage of times when ALS care was needed, etc)

- System Utilization Data (number of calls vs. number of transports, percentage of ALS vs. BLS calls, etc)
- Adverse System Events (Failure to meet response time requirements, Dependence of mutual aid assistance, etc)
- Response Time Data must be a document supported by computer aided dispatch printouts. The Computer Aided Dispatch printout must be provided with any report provided to the Cities.
- 3. Monitor the system to provide useful information for planning service improvements and/or modifications.
- 4. Report, at least quarterly, on the findings of Quality Assurance (QA) and the Utilization Review (UR) system.
- 5. Report annually on projections of future utilization and financial trends
- 6. Provide special reports as requested by Cities.
- 7. Provide monthly reports which show all runs which exceeded any Response Time mandated by this Agreement

#### C. RESOURCE UTILIZATION

- 1. Ensure that emergency medical service system personnel accurately identify the needs of the patients and provide the appropriate resources to meet the patient's needs
- 2. Establish a system that provides for identification and reporting of improper resource utilization, including, but not limited to, inappropriate dependence on mutual aid, abnormal or inappropriate medical supply utilization, equipment failures, etc.
- 3. Maintain information and generate monthly reports to the Cities reflecting resource utilization.

#### D. MANAGEMENT OF CARE

- 1. Ensure that appropriate emergency medical services are rendered to the patient. Minimum requirement is that every patient's chart reflect that assessed according to professional standards, the results of the assessment, and the description of care rendered based on the assessment and in line with the standard operating procedures and medical protocols of the system.
- 2. Develop, monitor and update standard operating procedures and medical protocols with under the guidance and direction of the system's medical director, a licensed physician who is board certified in emergency medicine, for treatment authorization and patient care.
- 3. Monitor the number of chief complaints and nature of calls received
- 4. Monitor patient care provided by emergency medical service providers. Minimum requirements are to routinely review patient care reports ("PCR") to ensure adherence to medical protocols and professional standards.
- 5. In conjunction with local, county and state laws, develop protocols for identification and reporting of specific patient conditions that require notification of the authorities. This should include, but may not be limited to, child abuse, elder abuse, and victims of violent crimes.
- 6. Meet at least quarterly with the Cities to discuss issues regarding the coordination of care for patients.
- 7. Report to the Cities staff, as needed any perceived problems in the emergency medical service system. This should include the adequacy of geographical coverage, the projected

adequacy of the reimbursement system, any identified systematic flaws or abuses, and potential problems in dispatch, or interactions with other public services.

#### E. UTILIZATION REVIEW

- 1. Establish and operate a Utilization Review (UR) system.
- 2. Establish and operate a system for the identification of all calls requiring advanced life support, mutual aid or extraordinary resource utilization.
- 3. Cooperate with all performance and utilization review audits as directed by Cities.

#### F. QUALITY ASSURANCE

- 1. Establish and maintain a Quality Assurance (QA) program acceptable to the Cities. While an outline of the QA plan should be submitted with the proposal, the Contractor should submit a QA plan to the Cities, for approval, within three months of contract award.
- 2. At a minimum, review monthly a sample of patient care reports ("PCR") to ensure that protocols are being followed, to ensure that service contract requirements are being met, and to recommend procedures for enhancing the provision of emergency health services to the Cities.
- 3. Have a designated staff member responsible for the administration of the QA program, as provided for in the QA plan.
- 4. Provide for the follow-up with an adequate sampling of patients to determine the disposition of the incident for which emergency health services was sought as well as the adequacy of and patient's satisfaction with the services provided.

#### G. PUBLIC INFORMATION AND EDUCATION

- 1. Develop a plan to promote public information and education on the emergency medical service, its capabilities, its potential and its routes of access.
- 2. Implement the public information and education plan within 6 months of initiation of contract services.
- 3. Report quarterly on status of public information and education program.
- 4. Have designated staff available to oversee the public information and education program, such that the staff member will develop and maintain favorable relations with the press as well as the Cities, and be the point of contact for community outreach and EMS awareness programs.
- 5. Provide a telephone number to answer questions and provide information on the status and nature of the services available to the residents and visitors of the Cities. The telephone number shall not cause any cost to the caller from any telephone other than a coin-operated phone. The telephone number shall be in operation during normal business hours.

#### H. PROVIDER RELATIONS

- 1. Maintain a staff of qualified emergency medical personnel who, meet, if not exceed, minimum state requirements, such as initial certification and continuing education requirements.
- 2. Maintain a provider base that ensures geographic and culturally sensitive access to services.

3.	Provide emergene	access to cy medical	continuing service person	education onnel.	and	professional	development	programs	for	all

#### V. CITIES ROLE

#### A. OVERALL PROGRAM MANAGEMENT

- 1. Provide overall direction to Contractor and make necessary policy recommendations and reports to the Cities.
- 2. Make decisions about inter-jurisdictional issues, e.g., system interaction with other municipalities.
- 3. Monitor and evaluate the performance of the Contractor, in pursuit of the goals and objectives of the indigent health care program (see § VI, B, Program Goals).
- 4. Review all subcontracts proposed by the Contractor to ensure compliance with Community standards of care.

#### **B. DATA COLLECTION AND REPORTING**

- 1. Report to Cities Constituents on the provision of emergency medical services in the Cities.
- 2. Establish data collection and analysis standards for the Contractor to follow and make policy recommendations to the Cities.

#### C. RESOURCE UTILIZATION

- 1. Monitor and evaluate the performance of the Contractor regarding effective and efficient resource allocation and utilization.
- 2. Establish and promulgate standards and guidelines for resource acquisition.
- 3. Provide guidance and standards for acquisition of newly identified resources necessary for the Contractor to meet the requirements of this Contract.

#### D. MANAGEMENT OF CARE

- 1. Provide official forum for liaison activities with other programs and advisory groups serving this population.
- 2. Conduct periodic audit of treatment records.

#### E. UTILIZATION REVIEW

1. Monitor the utilization figures, particularly data regarding call volume, nature of calls and system performance to identify trends and potential problems.

#### F. QUALITY ASSURANCE

1. Approve and monitor the Quality Assurance plan submitted by Contractor.

#### G. PUBLIC INFORMATION AND EDUCATION

- 1. Monitor the public information and education system established by the Cities and Contractor.
- 2. Oversee information provided by the Contractor to the press and act as a final source of information for all media inquiries.

#### H. PROVIDER RELATIONS

- 1. Regularly monitor the qualifications of the emergency health providers.
- 2. Acquire and review a current employment roster of all emergency medical personnel that indicates each provider's certification status and continuing education status.

#### VI. SPECIFICATIONS AND PROGRAM REQUIREMENTS

#### A. PROGRAM GOALS

The emergency medical services program goals for medical services focus upon the provision of an organized system of medical care delivery for the Cities residents and visitors. They are intended to establish criteria for successful program operations.

#### The goals are:

- 1. To meet the Cities obligation to provide basic life support emergency medical services to the residents and visitors of the Cities:
  - as a coordinated and managed system of care;
  - incorporated with the private sector, as a public/private partnership
  - in a fashion that provides geographic and culturally sensitive accessibility;
  - at a price that is competitive, cost effective and within available resources;
  - at an acceptable quality level consistent with community standards of care;
  - in a manner that is strongly anchored in a foundation of accountability for the quality and nature of services provided; and,
  - that capitalizes on existing Cities and area public services and medical care system resources to facilitate accessibility.
- 2. To design a delivery system that provides continuity, stability and meets the community standard of care.

#### B. EMS RESOURCE AVAILABILITY

The Cities will provide access to a building designed for a BLS EMS service, which shall be strictly used for the Cities EMS services. If Contractor wants to use the building for services other than the Cities, the Contractor must make a request in writing to the Cities and pay reasonable rent for the building. The building is modern and has a three-bay garage, a meeting room, a kitchen, sleeping quarters, restrooms and an office. Specifications will be distributed during the facilities tour. Use of such space is required.

Emergency medical services facilities, including the payment of utilities for building operations, will be available to the Contractor at no cost, except that Contractor shall pay the following utilities for use of the Linwood building: electric, gas, sewer and water. Linwood will forward the utility bills to Contractor upon receipt, and Contractor shall pay the same within thirty (30) days. Financial consideration for use of Cities owned space should be included as part of Contractor's price.

Contractor and the City of Northfield shall mutually agree to a monthly fee to be paid by Contractor to Northfield for use of Northfield's facility.

Cities and the Contractor shall share in the cost of any facility upgrades or other changes at a mutually agreed upon cost.

#### C. DISPATCH PROCEDURES

The Cities provides enhanced-911 services to its residents and visitors. As an adjunct to this service, the Cities will provide dispatch services to the Contractor for the duration of the contract. Dispatch center staff is trained according to regulatory and legal guidelines. The Contractor should be prepared to integrate its existing communications systems into the Cities dispatch and communications systems.

Based on the existing dispatch resources, Contractor should provide in their bid a system detailing how the existing dispatch and communication system will be integrated into the Contractor's provision of emergency medical services. The system should account for failsafe mechanisms in the case of primary communication failures.

#### D. RESPONSE TIME REQUIREMENTS

The Cities do not cover a vast geographic terrain, e.g. 7 square miles. Accordingly, response times in an efficient emergency medical services system should be below the national averages.

For the purposes of this Agreement, response times must be less than five (5) minutes and fifty-nine (59) seconds on no less than 90% of the occasions in ANY given 168 hour period and may never exceed 9 minutes and 59 seconds.

This is a critical aspect of the proposal. The plan for adherence to this standard will be strictly scrutinized and will be considered a major aspect in the consideration of which Bidder will be awarded the Contract.

#### E. PERSONNEL

The Contractor will provide staffing for the emergency medical services system, such that, at all times, there are two (2) New Jersey certified Emergency Medical Technicians at the Defibrillation level. All providers must also be current in any additional or ancillary certifications that are required to perform any and all job responsibilities, including, but not limited to, certification in Cardiopulmonary Resuscitation. These providers will be responsible for the provision of emergency medical services during their shift in addition to any additional duties requested by the Contractor or the Cities, including, but not limited to community outreach or public information and educational services. All personnel are to be mentally and physically fit to perform their job functions.

All field personnel staffing any ambulance or emergency vehicle shall be legally permitted to operate a motor vehicle in the State of New Jersey. Further, within nine (9) months, all personnel who operate an emergency vehicle must have successfully completed an Emergency Vehicle Operations Course (EVOC).

The Contractor shall provide a field supervisor and it is encouraged, but not required that this individual be certified as an emergency medical technician at the Paramedic level. The supervisor shall have at least two (2) years of experience in the delivery of emergency health services, however, not all of that experience need be within the State of New Jersey. The field supervisor shall supervise field operations and it is encouraged, but not required that this individual be able to provide initial first responder care at the level of an EMT-Defibrillation, should the need arise. The field supervisor

shall be available for immediate contact by the Dispatch center, and will be the initial Contractor's point of contact between the Cities and the Contractor.

#### F. BILLING

The Contractor may bill all patients transported to a hospital. Should the Contractor propose a system in which the patient is billed for any services provided, a telephone number shall be available to the patient to answer any questions and provide information regarding the bill. The number can be the same number described in Section IV, G, Paragraph 5. However, should the Contractor utilize the same number, wait times should be no more than 5 minutes 90% of the time. The Contractor may only bill at the rate for the level of service provided.

#### G. STAND-BY COVERAGE

The Contractor shall provide no less than seventy-five (75) hours of basic life support emergency health services per year to *each City* for the purposes of providing care and/or demonstrative services to various civil events, including, but not limited to school sporting events, health screenings, and community functions. Coverage shall be at a post, time and duration requested by the Cities Clerks. The Cities shall give no less than seventy-two (72) hours notice when such coverage is required. The Contractor shall provide no less than one fully equipped ambulance with two Emergency Medical Technicians certified at the Defibrillation level by the State of New Jersey. Multiple ambulance/crews may be requested, however, the Cities may not request more than four ambulances at one time, inclusive of those being used for routine Cities street emergency health services coverage. Should additional coverage be required, the Cities will be financially liable for those ambulances and crews separately. The Contractor warrants that the routine provision of emergency health services will not be adversely affected by stand by coverage.

The Contractor will, in addition to the above, provide stand-by coverage to the Cities Fire and Police Departments when requested to do so and until released by either the fire or police officer in charge of the incident. These services may include typical emergency health services in addition to various other services, such as the health screening and monitoring of emergency responders.

#### H. DISASTER RESPONSE

Given the current risks that our nation faces from terrorism, in addition to existing risks for natural disasters, the Contractor will be responsible for the completion of a thorough risk assessment and creation of a disaster response plan that accounts for the risks identified in the risk assessment. The disaster response plan should be thorough and provide not only for disaster response, but also an annual disaster response simulation training exercise. Participation in an Atlantic County or other appropriate regional disaster planning/drill on behalf of the Cities is acceptable. The disaster response should incorporate resource utilization from mutual aid venues and should address providing mutual aid disaster response to surrounding communities. The plan will be due to the Cities no later than six (6) months after service has begun, with the first exercise to be completed no later than twelve (12) months from service initiation.

#### I. MUTUAL AID

Mutual Aid is an important part of the South Jersey emergency health services system. Accordingly, the bidder should provide detail information as to how mutual aid requests will be handled, such that local service responsibilities will not be compromised.

#### J. MISCELLANEOUS PROVISIONS

In addition to the requirements set forth within this Request for Proposals, the Bidder must address how they intend to:

- 1. Provide EMS actions during times of heightened risk.
- 2. Provide EMS services as an integrated part of a community wide public service need.
- 3. Provide a description of how EMS system will integrate with other Cities workers.
- 4. Provide/Facilitate rescue operations.
- 5. Provide emergency evacuations of health care facilities.
- 6. Provide emergency medical services on the scene of a hazardous materials incident.
- 7. Complete a description of an appropriate training program to familiarize staff with the geography of the Cities.

#### K. CONTRACT PERIOD

The contract period for this Agreement is anticipated to be from September 1, 2015, through August 31, 2018, with two additional, one-year City options, subject to constraints due to administrative processing and unforeseen changes in State, Federal or Cities laws or regulations. The Cities generally contracts for services on a fiscal year basis. A determination of successful performance of the Contractor will be made within the first 6 months of service. The Cities and the Contractor shall meet to negotiate changes to the Agreement and any increases/decreases in scope of service necessary for the upcoming contract period no later than 120 days before contract expiration.

The delivery and financing of health care is in transition nationally and in New Jersey. Any material medically indigent care changes will be cause for reevaluating the contract between the Contractor and the Cities.

#### L. CONTRACT CLOSE-OUT

At the termination of this Agreement, either by cause or convenience, Contractor shall agree to provide services at least 180 days beyond the end of the contract year (or termination date) to coordinate close-out activities. The Contractor and Cities shall agree on a schedule of expenses to cover services provided during this transition period.

#### VII. TECHNICAL PROPOSAL

#### A. PROPOSAL

- 1. Sealed proposals for the Cities Clerk will receive the provision of basic life support emergency medical services until **August 4, 2015, at 11 a.m.**
- 2. Proposals must be submitted in one (1) original and (9) copies on 8½" x 11" paper only, single-sided copies, under separate cover, marked "proposals for EMS services."
- 3. Proposals should be submitted to:

Office of the Linwood City Clerk c/o Shared Services EMS Committee City of Linwood 400 Poplar Avenue LInwood, New Jersey 08221

#### **B. TRANSMITTAL LETTER**

The cover letter for the proposal will include the following information:

- 1. Name and address of the bidder
- 2. Name, title, phone number and e-mail address of the contact person for the bidder
- 3. A statement that the proposal is in response to the RFP and the terms and conditions listed in the RFP are acceptable.

Any exclusion to these terms, conditions and requirements should be defined in writing.

4. The signature, typed name and title of the individual authorized to commit the bidder (Contractor) to the proposal.

#### C. ORGANIZATION DESCRIPTION

The proposal will include the following information

- 1. Date organization was formed
- 2. Experience and information (include any experience in providing emergency medical services to the municipalities)
- 3. Current and previous contracts including public entities (give name, address and phone number of the contact person for each contract)
- 4. Organizational structure
- 5. Three Professional References
- 6. Financial status of organization (INCLUDING MOST RECENT AUDITED FINANCIAL STATEMENT)

#### D. MEDICAL CARE SERVICES

State how a comprehensive basic life support emergency medical care service will be provided. Each task should be identified along with an explanation of how the bidder will accomplish the task for Cities patients. Specifically, the bidder shall address the specific requirements of Section IV: SCOPE OF CONTRACT and Section VI: SPECIFICATIONS AND PROGRAM REQUIREMENTS.

#### E. PERSONNEL SERVICES

In a separate section, the bidder should discuss:

- 1. Recruitment, including consideration of qualified EMT personnel who live within the Cities or worked previously for municipal rescue squads.
- 2. Clinical operations staff
- 3. Management staff
- 4. Training and educational opportunities
- 5. Equal employment opportunity policies
- 6. Licensure/certification requirements for staff
- 7. Personnel accountability & the disciplinary process
- 8. Staff appearance and employee identification

#### F. OTHER REQUIREMENTS

- 1. Insurance statements
- 2. Agreements as needed to comply with the RFP
- 3. Copies of any documents the Cities would be required to sign to enable the bidder to carry out the conditions of the RFP
- 4. Statement of Corporate Ownership. (document included herewith)
- 5. Non-collusion affidavit. (document included herewith)
- 6. Equal Opportunity and Affirmative Action and Individuals with Disability statements. (document included herewith)
- 7. Business Registration Certificate. (instructions included herewith)

#### G. FEES, RATES AND BILLING

It should be understood by the potential bidder that the bidder is at full risk for all health services required for the Cities emergency medical services program. The price proposal should address the options for reimbursement, including, but not limited to patient billing, and Cities payments.

Price proposal to include:

- 1. The vendor's complete proposed patient fee/rate schedule for services.
- 2. The amount of time the vendor is willing to keep the fee/rate schedule unchanged.
- 3. The circumstances that would lead to changes in the fee/rate schedule.
- 4. The method by which the vendor would change its fee/rate schedule.
- 5. The method by which patient billing is handled when other emergency medical response entities is involved in the response.
- 6. Catastrophic limits, if any;
- 7. Exclusions;
- 8. The insurance companies with which the vendor has agreements.
- 9. The Contractor may only bill at the rate for the level of service provided.

- 10. The method by which balance billing is handled and collection procedures.
- 11. Cost to the Cities, and separately the cost to the City of Northfield and the City of Linwood, individually if the services were to be provided to each city under separately executed contracts.

By submitting its proposal the vendor agrees that it shall accept, as a maximum, the Cities workers compensation insurance payment as payment in full for emergency medical services provided to employees and appropriate volunteers of the Cities, while on duty. The vendor will please describe any alternate minimum payment it will accept.

#### H. PROPOSAL GUARANTEE

All bidders returning a proposal must include a proposal guarantee. The amount of the proposal guarantee is to be not less than 10% of the total proposed amount for the three-year term of this request up to a maximum of \$20,000. Said guarantee may be in the form of a certified check, Cashier's check or bid bond. The guarantee must be payable to the Cities and will be held by the Clerk as a guarantee that, in the event the proposal is accepted and the contract awarded to the bidder, the contract will be promptly executed and appropriate copies returned to the successful bidder.

#### I. RESPONSE TIME REQUIREMENTS

With regard to paragraph D Response Time Requirements page 18, bidders should include all call type descriptions and any and all exceptions to the reporting requirements inherent in the bidder's proposal. Bidder may include any other explanatory information with regard to response times in this section.

#### J. CALL VOLUME HISTORY

2010	Linwood Northfield	900 1018
2011	Linwood Northfield	855 1073
2012	Linwood Northfield	681 1001
2013	Linwood Northfield	606 1245
2014	Linwood Northfield	955 1212