

**REQUEST FOR PROPOSAL (RFP)**

**PRE-HOSPITAL CARE EMERGENCY MEDICAL AMBULANCE SERVICES FOR**

**FLOYD COUNTY NOT TO INCLUDE THE CITY OF NEW ALBANY**

RFP – 2023-4

Date of Issue: December 5, 2023

Closing Date and Time: February 1, 2024 at 4:00 p.m.

Single Point of Contact (SPC): Suzanna Worrall, Executive Assistant, Floyd County

Commissioners

Address: 2524 Corydon Pike

Suite 204

City, State, Zip: New Albany, IN 47150

Phone (voice): 812-948-5466

Email: [sworrall@floydcounty.in.gov](mailto:sworrall@floydcounty.in.gov)

Floyd County promotes equal opportunity for all individuals without regard to age, color,

disability, marital status, national origin, race, religion or creed, sex or gender, sexual

orientation, or veteran status.

## **0. General Information**

### **0.1 Name of Proposal**

Proposal for Operation of Prehospital Care Emergency Medical Ambulance Service

### **0.2 Query Handling**

Suzanna Worrall, Executive Assistant, Floyd County Commissioners

Send any queries concerning this proposal to:

Name: Suzanna Worrall

Address:

Pineview Government Center

2524 Corydon Pike

Suite 204

City: New Albany, IN 47150

Tel: (812) 948-5466

Fax: (812) 948-4744

Email: [sworrall@floydcounty.in.gov](mailto:sworrall@floydcounty.in.gov)

Send your queries via email to Suzanna Worrall, [sworrall@floydcounty.in.gov](mailto:sworrall@floydcounty.in.gov). These must be received at least five (5) working days before the closing date for the receipt of proposals. Bidders will be disqualified for sending queries to other parties.

Note: Queries sent to other parties will not be accepted and could be interpreted as canvassing, e.g. as endeavoring to gain inside information about the procurement effort.

## **1. Executive Summary**

### **Request for Proposal for operation of Emergency Medical Services**

The Floyd County Commissioners are requesting proposals for the Operation of Prehospital Care Emergency Medical Ambulance Services in Floyd County, Indiana.

Copies of the request for proposal must be signed for giving the name of the person obtaining the request for proposal documents, the organization they represent, the date and time of obtaining the request for proposal, an acknowledgment that they have been given notice of the Offerors pre-proposal meeting for questions on the request for proposal, the e-mail that the organization will use for communications relating to this request for proposal, and an understanding as to the deadline for submission of the proposal. Copies of the request for proposal may be received from:

Suzanna Worrall

Executive Assistant

Floyd County Commissioners

2524 Corydon Pike

Suite 204

New Albany, IN 47150

Phone (voice): 812-948-5466

Email: [sworrall@floydcounty.in.gov](mailto:sworrall@floydcounty.in.gov)

Submission of five (5) copies of each completed proposal, clearly marked "Proposal for Floyd County Prehospital Care Emergency Ambulance Service", must be delivered to:

Suzanna Worrall

Executive Assistant

Floyd County Commissioners

2524 Corydon Pike

Suite 204

New Albany, IN 47150

Phone (voice): 812-948-5466

Email: [sworrall@floydcounty.in.gov](mailto:sworrall@floydcounty.in.gov)

Not later than 4:00 pm on February 1, 2024. Proposals received after the deadline will not be considered.

At submission of proposals, the individual submitting the proposal will be requested to complete and sign a document which will identify the individual submitting the proposal, the agency for which the proposal is submitted, and the date and time submitted.

### **1.1 Floyd County Overview and Background**

Floyd County is a county located in the U.S. state of Indiana. Its county seat is New Albany. Floyd County has the second-smallest land area in the entire state. It was formed in the year 1819 from neighboring Clark, and Harrison counties. Floyd County is part of the Louisville/Jefferson County, KY–IN Metropolitan Statistical Area. The County covers 133.32 square miles and has a 2020 estimated population of 42,643. The County is comprised of 5 Townships (New Albany, Lafayette, Georgetown, Greenville, and Franklin) of which 4 have Fire Departments that are combination departments which provide first responders to medical calls. Franklin Township is serviced by an out of county volunteer department which also provide first responders to that area. These Fire Departments responded to an estimated 3300 medical calls over the last year. As of the 2020 United States

Census, there were approximately 14,505 households, and 11,089 families residing in the county. The population density was 319.85 inhabitants per square mile. There were an estimated 15,000 housing units at an average density of 216.1 per square mile. Of the estimated 14,505 households, an estimated 33.5% had children under the age of 18 living with them, 50.4% were married couples living together, 13.6% had a female householder with no husband present, 31.3% were non-families, and 25.6% of all households were made up of individuals. The estimated average household size was 2.61 and the average family size was 3.00. The median age was 40.0 years. The Knobs Unit, which includes Floyd County, contains some of the hilliest country in Indiana. As a result, the area supports trees that prefer very dry sites and ridgetops, as well as those that prefer very wet sites, ravines, or “bottomland.” Tree types unique to the unit include blackjack oak and swamp tupelo. Part of the unit stands on sandstone bedrock; other areas developed over limestone. This difference accommodates a variety of trees and their associated flowering plants and shrubs. Trees found in Floyd County include the Sycamore, Flowering Dogwood, Virginia Pine, Easter Redcedar, American Beech, Sugar Maple, American Elm, and Chestnut Oak. The lowest point in the county is the shore of the Ohio River near New Albany at an elevation of 380 ft (120 m). Major Highways include I-64, I-265, US Route 150, SR 11, SR 62, SR 64, SR 111, SR 335, and SR311. Adjacent Counties include Clark County, Harrison County, Washington County, and Jefferson County in Kentucky. In recent years, average temperatures in New Albany have ranged from a low of 25 °F (−4 °C) in January to a high of 87 °F (31 °C) in July. The record low temperature was −22 °F (−30 °C), recorded in January 1994, and a record high was 107 °F (42 °C), recorded in July 1936. On July 4, 2012, the record for highest temperature in the county was almost broken; the temperature reached 106 °F (41

°C). Average monthly precipitation ranged from 2.79 inches in October of last year to 4.88 inches in May of last year. The county government is a constitutional body, and is granted specific powers by the Constitution of Indiana and the Indiana Code.

**County Council:** The county council is the ultimate decision-making power regarding fiscal affairs for the county government. The County Council has authority to view and review fiscal matters, and set priorities for the allocation and expenditure of county funds. The General Assemble determines the powers of the county council in this area. Floyd County is divided into 44 precincts which are organized into four districts, each district elects one representative to the council. Three other members are elected to the county at-large. The council members serve four-year terms. They are responsible for setting salaries, the annual budget, and special spending. The council also has limited authority to impose local taxes, in the form of an income and property tax that is subject to state level approval, excise taxes, and service taxes.

**Board of Commissioners:** The executive and legislative body of the county is made-up of a board of commissioners. The commissioners are elected county-wide, in staggered terms, and each serves a four-year term. One of the commissioners, serves as president. The commissioners are charged with executing the acts legislated by the council, collecting revenue, and managing the day-to-day functions of the county government.

- The Floyd County EMS Advisory Board was established by ordinance by the Floyd County Board of Commissioners to review, advise and make policy and operational/technical recommendations related to improving the delivery of Emergency Medical Services in Floyd County, to the Board of Commissioners

## 1.2 Floyd County EMS Advisory Board Role

The Advisory Board shall:

1. Advise the Floyd County Commissioners on issues and plans related to the provision of EMS within the County.
2. Submit recommendations regarding proposed changes or additions to the rules and regulations promulgated by the EMS Advisory Board for the purposes of carrying out the intent of the EMS Ordinance.
3. Serve as the collection and collaboration platform to address EMS related issues in Floyd County.

## 2 General Qualifications

A. The provider shall supply a copy of the following:

1. Indiana Emergency Medical Services Commission – Levels of EMS Certification
2. DEA License
3. Certificate of Formation/ Articles of Incorporation or equivalent
4. Bylaws
5. Other governing documents (i.e. Company Agreement, Shareholders Agreement, etc.)
6. Any person or entity with more than 5 percent (5%) equitable ownership of provider
7. IRS Form W-9

B. The provider shall supply the names, addresses, and phone numbers of their Board of Directors or equivalent.

C. The provider shall supply a list of all cities, counties, or subdivisions thereof, for which it provides ambulance service, with the name, address, and telephone number of a contact representing each city, town, or township.

D. The provider shall submit at least two (2) business references, preferably health care (i.e. hospitals, doctors, other EMS providers).

E. Provider shall provide a statement concerning any pending litigations against the provider and any judgement against a provider entered in the past five (5) years and the status of any such litigation or judgement.

F. Provider shall supply a statement describing providers standing in other states within which provider has done business in the past five (5) years, if applicable.

G. For the purpose of evaluation of offers and award, respondents agree to hold their offers for one hundred twenty days (120).

### 3 Personnel Qualifications and Staffing Plan

A. The provider shall supply the name, address, telephone numbers, twenty-four-hour (24) contact information, and resume containing the job experience, certifications, and education for the following (if applicable):

1. Administrator of Record
2. CEO/General Manager, EMS Director (if different than Administrator of Record)
3. Medical Director- The Medical Director must be a physician who specializes in emergency medicine and practices within Floyd County or reasonably close thereto. It is recommended that the provider make every attempt to secure the same Medical Director as the Floyd County Fire Departments.
4. Quality Assurance/Quality Improvement Director (or equivalent)
5. Operations Director (or equivalent)
6. EMS Supervisors the provider proposes to use to serve Floyd County.

B. The provider shall supply a staffing plan with would ensure 9-1-1 emergency ambulance coverage within Floyd County with the following conditions.

1. The provider supplying all clinical personnel.
2. Staffing for a three (3), twenty-four-hour (24) Ambulances and one (1), twenty-four-hour (24) clearly marked Paramedic Response Vehicle (that are strictly utilized for 9-1-1 calls within Floyd County only).
3. Provider response times goal shall be below or at 10 minutes from the time of the recorded call to the patient's bedside.
4. The strategic deployment of resources county-wide within:  
Georgetown Township – One (1) Ambulance  
Lafayette Township – One (1) Ambulance & one (1) Paramedic Response Vehicle  
New Albany Township. – One (1) Ambulance  
\*Provider will generate two different staffing models utilizing these parameters\*
5. The names, the certification and positions off all employees planned to be involved in service to Floyd County.
6. The provider shall ensure that one (1) field supervisor will be on-duty or on-call at all times to manage and provide support to field personnel.
7. The provider shall supply its employee drug testing program.
8. The provider shall supply its employees back ground and driver's license check programs.



#### **4 Clinical Qualifications**

- A. The provider shall submit a copy of its medical protocols/standing orders/ guidelines for its current level of ambulance service for the locale in which it operates closest to Floyd County, Indiana. If awarded, the provider is required to adopt or maintain minimal requirements of Floyd County Medical Protocols.
- B. The provider shall submit documents evidencing its quality assurance/quality improvement process.
- C. The provider shall submit documents evidencing its narcotics control process
- D. The provider shall provide its in-service and continuing education program
- E. The provider shall submit documents evidencing its dispatch process, including, but not limited to the following:
  - 1. The name of any third-party dispatch provider.
  - 2. The computer-aided dispatch system the provider utilizes
  - 3. How calls are pushed to responding units
  - 4. They type or radios and radio system the provider uses
  - 5. How provider intends to ensure interoperability with neighboring and/or overlapping agencies and first responders.
  - 6. The use of ECPR devices
  - 7. The use of GPS and Vehicle Location Devices.
- F. The provider shall submit its plan for integration of local first responders.
- G. The provider shall be dispatched by the Floyd County 9-1-1 Dispatch Center.
- H. The provider shall submit its plan for use of mutual aid from neighboring EMS providers.
- I. The provider shall submit evidence of its continuing education program
- J. The provider shall submit evidence that they are certified as or directly affiliated with an IDHS Training Institution.

#### **5 Equipment Qualifications**

- A. The Provider shall give the year of manufacture, make and model of all ambulances or other vehicles planned to be assigned to service in Floyd County, Indiana

- B. The Provider shall give the manufacturer and year of manufacture of the primary equipment planned to be assigned to service to Floyd County, Indiana. This includes items such as monitors, stretchers at minimum.
- C. The Provider shall maintain all ambulances, and vehicles shall be kept in excellent working condition at all times. Any ambulance or vehicle that compromises or may compromise its performance will be immediately removed from service.
- D. Each ambulance shall have sufficient medical equipment and expendable supplies, including medications and supplies used by local First Responders. This includes ensuring each unit is stocked with equipment necessary to operate at the paramedic level, in accordance to local protocols and State of Indiana Regulations.
- E. The Provider shall provide personnel with the training and equipment necessary to ensure protection from illness or injury when responding to medical requests.
- F. The provider shall require all Floyd County Ambulances utilize GPS and AVL technology and if capable, share that real time data with the Floyd County 9-1-1 Dispatch Center.
- G. Provider shall provide a detailed equipment maintenance and replacement plan.

## **6 Financial Qualifications**

- A. The Provider shall submit a copy of its most current rate and/or fee schedule for the locale in which it operates closest to Floyd County. Any changes to the fee schedule would require notification and review by the Floyd County EMS Advisory Board.
- B. Provider shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit

responsible for the Submittal. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information. The Provider shall also provide and document the following:

1. Access to sufficient capital to provide for implementation and start-up of the contract.
2. Any issue or potential event that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. These should include any material contingent liabilities or uninsured potential losses.
3. If the company is not publicly traded, copies of financial statements for the last three (3) years. If the organization is a multi-site operator or subsidiary operation, it may report consolidated financial information.
4. The Provider shall detail any Indiana Department of Homeland Security and all other regulatory investigations, findings, actions, complaints and their respective resolutions within the last five (5) years. Providers will specifically include details about any and all emergency (9-1-1) contract terminations within the last five (5) years.

C. Provider shall provide evidence of its billing process. If Provider uses a third-party billing service, Provider must provide the name of such third-party billing service. If Provider does internal billing, Provider must provide the following information:

1. The name and qualifications of Provider personnel supervising the billing operation.
2. Evidence of a compliance program for the billing operation.

D. The contractor shall obtain and keep in force adequate insurance at all times. Amounts and coverage may be negotiated from time to time. The following coverage is required:

1. Workers' compensation coverage as required by applicable workers' compensation law.
2. Contractor shall at all times carry Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident (\$3,000,000 aggregate) for Bodily Injury and Property Damage.
3. A Commercial General Liability insurance policy for at least \$1,000,000

combined single limit per occurrence and at least \$3,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. Portable emergency response equipment shall be covered on a qualified replacement cost.

Professional Liability/Errors and Omissions Insurance:

1. Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claim made basis) and \$3,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by the County prior to commencement of the Work.
2. Collision, fire, casualty and comprehensive insurance to the full extent of the insurable value of the vehicle and equipment. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of the Contractor.
3. Umbrella or similar insurance policy with coverage equal to or in excess of Ten Million Dollars (\$10,000,000.00).
4. Floyd County to be named an additional insured and provided copies of policy declaration pages/policies by the insurance companies. These policy limits are negotiable for equal or better coverage

## **7 General Terms and Conditions**

- A. The Floyd County Commissioners anticipate the term of the agreement will be **three (3)** years for the effective date thereof.
- B. The Floyd County Commissioners may provide a subsidy to the successful Provider at the sole discretion of the Floyd County Commissioners.
- C. The successful Provider must submit an annual audit of its operations for Floyd County, Indiana, no later than July 15 of every year.

D. The successful Provider shall operate in conformity with the Rules and Regulations pertaining to Emergency Medical Service Commission of the Indiana Department of Homeland Security, as they currently exist and as they may be amended from time to time (hereinafter referred to as “EMS Regulations”), and the Ordinances of Floyd County, Indiana.

E. The successful Provider shall meet all OSHA standards and requirements for EMS providers.

F. The successful Provider shall respond to all requests for service without regard to the patient's race, sex, age, national origin, or ability to pay.

G. Confidentiality of Submitted Material

1. All material submitted in response to this RFP will be considered confidential to the extent allowed by law. This provision is designed to protect proprietary information in a Provider's submission, if any.

2. All Submittals and other materials submitted to the Floyd County Commissioners will become the property of Floyd County Commissioners and will not be returned.

I. The successful Provider will be required to assume coverage of Floyd County on a date agreed-upon thereafter by the winning Provider and the Floyd County Commissioners.

J. Floyd County Commissioners reserve the right to waive irregularities in Submittals and reject any and all Submittals.

K. The Floyd County Commissioners reserve the right to select the Submittal that best meets the needs for EMS services in Floyd County.

L. The Floyd County Commissioners reserve the right to negotiate more favorable terms

with any and all Providers.

### **7.1 Required Reports**

Provider shall provide the following annual reports to Floyd County Commissioners:

A. Staffing Report. Provider shall disclose to the Floyd County Commissioners documentation of staffing no later than March 15 of the current year. The staffing report of Provider's personnel must detail the state certifications held by the personnel. The individual names of the members of Provider need not be reported in the staffing reports. A monthly in-service attendance requirement shall be employed as provision of the contract.

B. Lawsuits. Provider shall provide to Floyd County Commissioners— in care of the Floyd County Attorney at or before the time of the Floyd County Commissioner's next occurring meeting, but not later than twenty (20) days after receipt – a copy of any lawsuit, third party claim for monetary damages, agency administrative proceeding or criminal filings affecting Provider. In delivering such copies to the Floyd County Attorney, Provider shall have the right to redact and maintain confidential any information required to be so maintained under applicable state or federal law but all non-confidential information or any information directly or indirectly affecting Floyd County shall be provided.

C. Report of Non-compliance. In the event Provider receives official notice of non-compliance with a Federal, State or local statute, ordinance, rule or regulation, Provider shall so notify Floyd County Commissioners in writing within ten (10) days after receipt.

D. Annual Report. Provider shall provide to the Floyd County Commissioners annually, in the month of February, a report of the number and nature of EMS calls originating

from all Provider stations in the District. The report shall cover the period from January 1 through December 31 of the prior year. In addition, Provider agrees to evaluate fully the components of Provider operations and procedures from time to time. Provider agrees to present an annual performance review and plan. As each annual review and plan are adopted, Provider shall provide quarterly updates regarding the achieving and implementation of the goals established in annual performance review and plan for the future.

E. Monthly Report. Each month, Provider shall deliver a written report no later than the 10th day of each month covering the previous month's activities and review same with the Floyd County Commissioners. This report shall contain at least the following information:

1. Number of requests for service by EMD category.
2. Number of transports by EMD category.
3. Number of non-transports or SOR's
4. Average response times of the ambulance for all responses to scene.
5. Unit hours actually staffed.
6. Important events, including, but not limited to:
  - a) Personnel complaints
  - b) Work-related injuries
  - c) Exposures
  - d) Needlesticks
  - e) Fleet accidents involving more than \$500 in vehicle damage
  - f) Injuries to patients
6. Customer service complaints. Each complaint shall have a summary report including, but not limited to, the type of complaint, time of complaint, time complainant was contacted, corrective actions that have occurred to date, current

status of complaint, and closure of any open complaints. All complaints shall be submitted to the Floyd County EMS Advisory Board for review.

7. Critical vehicle failures, which is defined as any time a vehicle cannot respond or must discontinue a response or transport because of mechanical or other operational failure.

8. Mutual aid given to and received by any agency, including differentiation of normal coverage of demand and that is given or received for multi-casualty incidents and disasters.

## **8 Provider Default and Provisions for Early Termination**

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

1. Failure of the Provider to operate the system in a manner which the Floyd County Commissioners and the Provider to remain in compliance with federal or state laws, rules or regulations.
2. Falsification of information supplied by the Provider during or subsequent to this procurement process.
3. Creating patient responses or transports so as to artificially inflate run volumes or deflate run times.
4. Failure of the Provider to provide data generated in the course of operations including, by way of example, but not by way of exclusion, dispatch data, HIPAA compliant patient report data, response time data, on-scene time data or financial data or other reporting requirements.
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
6. Failure of the Provider's employees to conduct themselves in a professional and courteous manner and presentation of a professional appearance.
7. Failure of the Provider to maintain equipment in accordance with manufacturer recommended maintenance procedures.
8. Failure of the Provider to cooperate with and assist the Floyd County Commissioners after default has been declared. Acceptances by the Provider or Provider's employees of any bribe, kickback or consideration of any kind in exchange for any consideration



whatsoever, when such consideration or action on the part of the Provider or Provider's employees could be reasonably construed as a violation of federal, state or local law.

10. Payment by the Provider or any of the Provider's employees of bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state or local law.

11. Failure of the Provider to meet the system standards of care.

12. Failure of the Provider to maintain insurance and indemnity in accordance with the contract.

B. If conditions or circumstances constitute a default as set forth above, the Floyd County Commissioners shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract. Floyd County Commissioners remedies shall be cumulative and shall be in addition to any other remedy available to Floyd County Commissioners. In the event of contract breach, Floyd County Commissioners will give the Provider written notice, return receipt requested, setting forth with reasonable specifics the nature of the breach. Within ten (10) calendar days of receipt of such notice, the Provider will deliver to Floyd County Commissioners in writing, a plan to cure such breach. The plan will be updated, in writing, every ten Calendar days until the breach is cured. The Provider shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If the Provider fails to cure such breach within the period allowed for cure (such failure to be determined by the sole and absolute discretion of the Floyd County Commissioners, or the Provider fails to timely deliver the cure plan, or updates to Floyd County Commissioners), Floyd County Commissioners may immediately terminate the contract. The Provider will cooperate completely and immediately with Floyd County Commissioners to affect a prompt and orderly transfer of all responsibilities to another provider as awarded by Floyd County Commissioners.

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


D. Notwithstanding the above, either party may terminate the contract without cause upon 90 days' written notice to the other.

SO Approved this 5<sup>th</sup> day of December 2023.


BOARD OF COMMISSIONERS  
OF THE COUNTY OF FLOYD

  
\_\_\_\_\_  
Al Knable, President

  
\_\_\_\_\_  
John Schellenberger, Member

  
\_\_\_\_\_  
Jason Sharp, Member

ATTEST:

  
\_\_\_\_\_  
Diana Topping, Auditor