

# Addendum #1 to the RFP made public December 1<sup>st</sup> 2015.

## Questions and Answer from Pre-Proposal Conference

Q- Are proposers to submit bids for all 3 Proposal options?

A- Yes, all options are to have a proposal submitted

Q-Is the Board requiring the proposers to have a specific Compensation package for the proposers' employees?

A- No, the Board only wants to know what Benefits/Salary you are offering to your employees

Q- Are the penalties for response time being assessed on a monthly or yearly basis? What are the penalties?

A- Response time will be reviewed each month. Failure to meet response times one month will be deducted from the months payment.

B- A deduction will be assessed if the total response time exceeds more than 17 minutes more 90% failed response times will be deducted from the following months payment. The Board for the 1<sup>st</sup> year of the contract will not assess any penalties for failed performance response times, during this time the Board will be collecting response data, after which the Board will then develop a Response Penalty.

Q- Does the Contractor replace AED's if broken for Fire companies?

A- The awarded contractor is only required to replace and restock Disposable Medical Supplies. First aid kits, bandages, gauze, gowns, masks, gloves, tubing, etc. Awarded contractor may work with the fire companies on any additional equipment they may choose to replace or purchase.

Q- Is the Board/County setting the "Fee for Service Billings rates" that the awarded contractor can bill?

A- No, contractor is to follow State and Federal limits. If State/Federal rates change mid-contract, the contractor is to notify the Board of their intent to raise/lower rates to these new rates and what the rates will be.

Q- Please clarify if it is an average or strictly 90% response

A- 90% of all calls within each box area must be met.

Q- Is the Board using an average of 90% countywide?

A- Not Countywide. Response times will be measured per Box area. A total response time of 17 minutes or less on scene 90% of the time must be maintained within "each box" area respectively.

Q- Does the 90% include non-emergency public assist (lift assists), psychiatric calls, falls?

A- During the 1<sup>st</sup> year of the contract the Board will be reviewing Data collected & submitted by E911 to further determine if non-emergency calls will be monitored and assessed.

Q- Is the proposers bid amount to include the initial 2 years plus the renewal option?

A- No, proposal price is for the 1<sup>st</sup> 2 years. Renewal contract option amount will be reviewed at that time.

Q- Does fully operational by July 1 2016 allow for temporary facility.

A- Yes, the awarded contractor must have a system in place by July 1, 2016 to begin and maintain the benchmarks. How that system is set, is up to the Contractor.

Q- How will the funding be distributed? When would funding start?

A- The awarded contractors proposed/agreed upon amount will be divided equally over 12 months. First payment would begin July 20, and no later than the 20<sup>th</sup> of each month thereafter.

Q- If contractors' unit is on a Mutual Aid call, and receives a secondary call within the county, is the response time counted.

A- Yes. See General Duties Section F (available ambulances) "Contractor shall have the ability to provide, through their own resources, finances or written agreement with another provider, additional ambulances and personnel to continue to provide coverage"

Q-Will Mutual Aid contracts be added throughout the year.

A- It is possible that Mutual Aid agreements may change (added or dropped) throughout the year. The Board will work with the awarded contractor through the transition process.

Q- Company 2 (Volunteer Fire Company) currently has a BLS Rapid Response unit licensed through current contractor. Is this to be maintained as a requirement or left up to the discretion of the successful bidder?

A- It is suggested to maintain these units, and/or add additional units. This is entirely up to the contractor and the Volunteer Fire Companies.

Q- Does the response time for a licensed BLS Rapid Response unit of a Fire Company, licensed under the contractor count towards the Contractors response time?

A- Yes. See General Duties Section F (available ambulances) "Contractor shall have the ability to provide, through their own resources, finances or written agreement with another provider, additional ambulances and personnel to continue to provide coverage"

Q- On standby calls under the direction of the OES Director, can the contractor bill the company in which the standby was caused by? Who receives the funds the contractor or the board?

A- Yes, while the contractor cannot "Bill the County" it can submit the bill to the OES Director who will submit the bill to the Company in which the call was caused by.

B- Payment is received by the OES Director who then disperses to the agencies that submitted the bill.

Q- Are copies of County Emergency plans available to review?

A- Any plans (if any) that are currently in place or are subsequently put into place, will be available through the OES Director.

Q- Will the Board accept equivalent certifications/curriculum in lieu of the brand names listed in the RFP?

A- Yes, all required certifications approved by the State of WV OEMS and DHHR will be accepted.

Q- Are intermediates or ACT allowed or is set at Paramedic level of care

A- Currently the Board is requiring the minimum ALS or BLS service. Any certifications beyond these basic options is at the discretion of the contractor.

Q- Will there be allowances for the maximum number of hours worked (96) to be adjusted during extreme weather conditions or pandemic situations?

A- The Board recognizes there are going to be times of extreme conditions and some exceptions may need to be made. Contractor is expected to monitor their employees and their sleep patterns to ensure that all employees are receiving adequate sleep during these times. Contractor will be expected to report to the Board when/if these conditions occur.

Q- Regarding drug screening, is the contractor to notify the Board of the specific employee in question?

A- **(after consulting with our Attorney the Board has changed its response in regards to the above question)** Yes, the board is to be notified that an employee has failed, who that employee is and that the employee has been relieved of duty until there is clinical proof to the contrary as well as any disciplinary action that has been taken.

Q- Is the Contractor to provide documentation to the board on driver performance and Certifications for EVOC training?

A- Reports are to be made available upon request of the Board.

Q- Can employees of the County work for the Contractor?

A- Yes. County employees can work for the Contractor at the contractor's expense. During their working hours for the contractor they are "employees of the Contractor" and not the County.

Q- Please clarify "appropriate" under Emergency Transport.

A- Appropriate is dictated by Title 64/48 and under the Direction of Med Com. The Board does not dictate where the most "appropriate" facility is.

Q- Clarification on EVO Driver?

A- Should have read EMVO

Q- In the event of a complaint at the level of care, response or employee issues, is notifying the Board of such instance and how it is being handled, suffice?

A- **(After consulting with our Attorney, the response from the Board for the above question has changed)** No, the Board has the right and obligation to review any complaints made against the agency and/or its employees to ensure that appropriate corrective actions have been taken. This Contract allows for dismissal of an organization for Gross Negligence.

Q- What is the process to dispute response times between the agency and the 911 center?

A- Agency is to submit via email to both the 911 Director and the MCEMSB Administrator any discrepancy in times reported. The Board will have the 911 Director pull and review audio tapes for those incidents to ensure the accuracy of the reporting.

Insurance questions

Q- Performance Bond: Does the board have the Bond form that is being requested?

A- The Performance Bond form will be provided by the Board.

Q- Variations on Insurance coverage limits.

A- The awarded contractor may carry more than required amounts listed in the RFP.

Q- Is the Irrevocable Letter of Credit in addition to the performance bond?

A- Yes, however the Board will accept a Letter of Good Standing from the Contractors Banking Institution In lieu of Letter of Credit. This Letter of Good Standing must be re-submitted to the Board at minimum of once a year.

## **Addendum #2 to the RFP made public December 1<sup>st</sup> 2015.**

### **Questions and Answer from Pre-Proposal Conference**

Q- Are the penalties for response time being assessed on a monthly or yearly basis? What are the penalties?

- A- For the first year of the contract the Board will not assess any penalties for failed performance (response times). During this time the Board will be collecting additional response data and will then develop a response penalty.
- B- The Boards initial direction will be to assess the penalty monthly based on the number of failed response times.

## Addendum #3

**Due to the Holidays we are extending the Question & Answers an additional week. All questions need to be submitted by Jan. 7<sup>th</sup> 2016.**

1. In section B.6 of the RFP (page 8) it states the contractor must allow ambulances to be located by the 911 Dispatch center. Can you provide a copy of the posting plan or policies used by the E911 Center for "locating" ambulances?  
**A- At this time E911 does not have a tracking system. Units are located by radio communication at this time.**
2. What are the current rates being charged to patients for ambulance service by the contractor?  
**A- BLS rates are \$400.00, ALS I are \$600.00, ALS II are \$650.00**
3. What is the current amount of subsidy being paid to the current contractor?  
**A- Fiscal year 2015 a total of \$676753.92 was dispersed. Fiscal Year 2014 a total of \$697237.01**
4. May we have copies of any financial audits that have been performed of the current contractor or the EMS Board?  
**A- This information is not currently available.**
5. When was the last time the subsidy paid to the ambulance contractor was increased and what was the amount of that increase?  
**A- The current County Ambulance fee is set at a rate of \$75.00 per residential unit. This amount has not changed since its inception in 2007. Funding is dependent upon the collection rate.**
6. Are there any plans to increase the current level of subsidy?  
**A- The Board is aware of the increased costs to provide the requested services and will be considering a recommendation to the County Commission to increase the current Ambulance fee to property owners. The decision to raise the rate is solely the decision of the County Commission.**

# Addendum #4 to RFP 15-01

## **B. Right to Monitor and Audit (amended)**

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the MCEMSB, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the MCEMSB or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested. **Contractor is subject to annual audits at their expense. The contractor shall provide the MCEMS Board a copy of said annual audit.**

**Performance Bond:** It shall be the successful contractors' responsibility to obtain a performance bond in the amount of the agreed upon Contract. The Performance Bond shall list the Contractor as Principal, Insurance Company as Surety and shall name the MCEMS Board, Inc as Owner. Performance Bond shall hold Principal and Surety firmly bound unto the Owner.