

ARLINGTON FIRE DISTRICT

**Clarification Number One to Questions Received On
Arlington Fire District Request for Proposal for the
Provision of Emergency and Ambulance Transportation Services**

and

**Addenda Number One to Arlington Fire District
Request for Proposal for the Provision of Emergency
and Ambulance Transportation Services**

The following specifically noted Clarification and/or Addenda to the Arlington Fire District Request for Proposal for the Provision of Emergency and Ambulance Transportation Services is issued on October 28, 2016. Vendors must include a signed copy of this clarification and addenda with their proposal.

1. Pg-11, 14-F. This section mentions “..and meet the requirements of the District’s Chief, and Director of EMS”. We have not been issued a list of these requirements to evaluate, and cannot attest to our compliance in this point until given the opportunity to review such requirements.

Response: Clarification: Vendor’s response in compliance with the terms and specifications of Section Two Paragraph 14 (F) of the Request For Proposal shall meet the requirements of the District’s Chief and Director of EMS.

2. Pg-14, 14-L. This section indicates that the Vendor agrees to cover, at no charge, a number of “...training, and any incident where EMS standby services may be reasonably needed”. There is no projected frequency of such requests identified that would enable MLSS to plan and price out the delivery expenses that we might incur for such services to accurately price this proposal. In addition, MLSS always has reserved the right to invoice any for-profit organization that has requested our service, a fair reimbursement cost for the services rendered. Please provide the frequency and assurance that our right to invoice a for-profit entity.

Response: Clarification: The subject of the question Paragraph 14(L), is located at page 12 and not page 14. The District anticipates that a Vendor will be required to annually provide a standby ambulance at approximately 25 emergency incidents, 6 training, and 2 other events. The District does not object to a Vendor invoicing for-profit entities. However, at this time, the frequency of such occurrences is unknown.

3. Pg-13, 14-P-1, 14-P-2, 14-P-4. These sections deal with response time performance, and we object to the statements that “..there will be no exceptions to the response time calculations (i.e. weather, Priority 4, etc....). The absence of an exception for inclement

weather conditions, snow/ice storms, unannounced road closures or diversions, and responses to clearly identified non-emergency Priority-4 calls, is a significant safety issue and hazard to the general public and to the EMS responders as well. Attempting to maintain a normal response time performance in conditions that warrant reductions in speed can have dire repercussions and increase the likelihood of vehicular accident and injuries. The categorization and assignment of Priority-4 call by the Dutchess County Department of Emergency Response indicates a non-lights and siren response which should, by itself be an exemption, as it is in every other response system where we participate and provide EMS services.

Response: The District understands the issue, refer to the District's response to Vendor's questions/comments number 5 and 6 below.

4. Pg-13, 14-P-3. Specifies that ambulances on standbys at incidents within the District are not considered to be active units for the purpose of response time calculations. While we agree that, as a standby unit, they do not factor into any response time calculations, we contend that they must be considered an available EMS asset should a life-threatening situation arise that necessitates them being dispatched to a 911 EMS emergency call. If so, they would then be included into the response time calculations.

Response: Clarification: This section is not meant to prevent standby ambulances stationed at a non-emergency incidents from being dispatched to emergency calls.

Amendment: The District amends Section Five, Paragraph 14(P)(3) of the Request For Proposal to add the following: "In the event that the standby ambulance stationed at a non-emergency incident is dispatched to an emergency call, the Vendor must provide a replacement standby ambulance within thirty (30) minutes of said emergency dispatch. Further, unless dispatched to the emergency, standby units will not be included in the response times for concurrent active calls."

5. Pg-13, 14-P-4. Response time determination utilizing the DCDER data. There may be variances in the manner in which data is maintained by the DCDER and our ability to access the data in a non-narrative format. Such data may appear to show different times, as an example, for the receipt of call from DCDER and when it is transmitted to the MLSS Emergency Communication Center for dispatch. This can affect the response time criteria and penalties identified herein. Further consideration needs to be taken to assure accuracy and accountability for the data sought in this point. This can also inhibit the requirement to notify the AFD Chief in writing of delays identified in points "A" and "B" of this same section.

Response:

The District amends and replaces Section Two Paragraph 14 (P)(1) of the Request For Proposal as follows:

“When there are three (3) or fewer concurrent active calls for emergency responses within the District that the Dutchess County Department of Emergency Response has labeled as Priority 1, 2 or 3 calls, the Vendor will provide an ambulance to the scene of each of these calls within 8 minutes 59 seconds for 90% of all such calls. At no time shall the Vendor’s response time exceed 15 minutes for the remaining 10% of the calls measured on an monthly basis. For calls for emergency responses within the District that the Dutchess County Department of Emergency Response labeled as a Priority 4 call, the Vendor will provide an ambulance to the scene of each of these calls within 17 minutes 59 seconds for 90% of all such calls. At no time shall the Vendor’s response time for Priority 4 calls exceed 19 minutes 59 seconds for the remaining 10% of the calls. For compliance and quality assurance purposes, the Vendor’s response time will be determined on a monthly basis and measured from the time of the simultaneous incident dispatch of both the Vendor and the District by the Dutchess County Department of Emergency Response to the time the unit physically arrives at the location of the emergency as documented by the Dutchess County Department of Emergency Response. Any disputes shall be referred in writing to the Chief pursuant to Section Two Paragraph 14 (P)(5) of the Request For Proposal. There shall be no exceptions to the response time calculations (i.e. weather, etc...). The Vendor shall be required to notify the Chief in writing on a monthly basis when its monthly response time falls below 90% or for the remaining 10% of the calls exceed 15 minutes for Priority 1, 2 and 3 calls and 19 minutes 59 seconds for Priority 4 calls.”

The District amends and replaces Section Two Paragraph 14 (P)(2) of the Request For Proposal as follows:

“When there are four (4) or more concurrent active calls for emergency responses within the District that the Dutchess County Department of Emergency Response has labeled as Priority 1, 2 or 3 calls the Vendor will provide an ambulance to the scene of each of the calls within 11 minutes 59 seconds for 90% of all such calls. At no time shall the Vendor’s response time exceed 15 minutes for the remaining 10% of the calls. For calls for emergency responses within the District that the Dutchess County Department of Emergency Response labeled as a Priority 4 call, the Vendor will provide an ambulance to the scene of each of these calls within 17 minutes 59 seconds for 90% of all such calls. At no time shall the Vendor’s response time for Priority 4 calls exceed 19 minutes 59 seconds for the remaining 10% of the calls. For compliance and quality assurance purposes, the Vendor’s response time will be determined on a monthly basis and measured from the time of the simultaneous incident dispatch of both the Vendor and the District by the Dutchess County Department of Emergency Response to the time the unit physically arrives at the location of the emergency as documented by the Dutchess County Department of Emergency Response. Any disputes shall be referred in writing to the Chief pursuant to Section Two Paragraph 14 (P)(5) of the Request For Proposal. There shall be no exceptions to the response time calculations (i.e. weather, etc....). The Vendor shall be required to notify the Chief in writing on a monthly basis when its monthly response time falls below 90% or for the remaining 10% of the calls when

the response time exceed 15 minutes for Priority 1, 2 and 3 calls and 19 minutes 59 seconds for Priority 4 calls.

The District amends and replaces Section Two Paragraph 14 (P)(4) of the Request For Proposal as follows:

“The Vendor’s Response times are determined on a monthly basis and measured from the time of the simultaneous incident dispatch of both the Vendor and the District by the Dutchess County Department of Emergency Response to the time the unit physically arrives at the location of the emergency as documented by the Dutchess County Department of Emergency Response. The only exceptions to the monthly response time calculations (i.e. weather, etc....) shall be issued pursuant to Section Two Paragraph 14 (P)(5) of the Request For Proposal. Any calls outside of the monthly response time requirements that have not been waived by the Chief will be applied to both the allowable exceptions of 10%, and 15 minutes for Priority 1, 2 and 3 calls; and 10%, and 19 minutes 59 seconds for Priority 4 calls.”

6. Pg-13, 14-P-5. As stated previously, we object to the lack of exemptions to response time performance, and while we will comply with the penalty as stated for percentage below the 90% standard, we contend that the penalty for a response over 15 minutes may be punitive for reasons beyond the control of MLSS. For example, if the DCDER is given or provides to MLSS erroneous call locations, or if any of the conditions we state in our objection to not allowing certain exemptions to the response time performance indicators, we would receive an unwarranted \$1000 penalty. We believe this aspect should be reconsidered.

Response: Amendment: The District amends and replaces Section Two Paragraph 14 (P)(5) of the Request For Proposal as follows:

“During any month, any failure to comply with response times will result in a one thousand dollar (\$1000) penalty to the Vendor, paid to the District, for every percentage point below 90% compliance mandate, and for every Priority 1, 2 and 3 calls that exceeds the 15 minute response time and a Priority 4 call that exceeds the 19 minutes 59 second response time. The Chief reserves the right to waive or modify the penalty for failure to comply with the monthly response time requirements where circumstances warrant such. The request for a waiver must be submitted by the Vendor in writing to the Chief within five (5) business days of the event triggering the failed response time. The written request must include all information pertinent to support the request, including applicable documentation. The Chief may request the Vendor submit additional information. The decision of the Chief may be appealed to the District Board of Fire Commissioners which appeal must be filed by the Vendor within ten (10) business days of the date of the Chief’s decision.”

7. Pg-15, 16. The accounting requirements in a number of sections of this point may be problematic since the call data for calls originating in the AFD are not segmented from

the municipality it is housed within, the Town of Poughkeepsie. As such all cost center reporting is tracked to the municipal cost center. Furthermore, it states that the “District specifically reserves the right to expand the scope of the information to be produced...”. We have stated the existing problem with the data retrieval, and the open-ended expansion of data statement may well prove to be impossible to comply with.

- Point 16-A deals with monthly call reports and it should be noted that by the 15th of the next month the only data that might be available is the number of calls that occurred in the AFD that we responded to, and possibly the amount invoiced, but absolutely no returned revenue figures, which normally take a minimum of 90-120 days-worth of collection efforts.

Response: Amendment: Section Five, Paragraph 16(A): The first paragraph is replaced as follows:

“No later than the last day of the following month, the Vendor will provide the District with a report in a format acceptable to the District prepared by the Vendor or its billing vendor for the prior month’s activity, including: the number and types of calls; the response, on scene, from scene, and out-of-service at hospital times; peak times for call volume; ALS and BLS level of care provided and the type and frequency of ALS interventions administered; the number of calls generating bills, and any other call-based information requested by the District related to the Vendor’s contract with the District.”

- Point 16-B. Quarterly reports on the 15th of the month again may not be accurate and complete for the reasons already stated.

Response: Amendment Section Five, Paragraph 16(B): The paragraph is replaced as follows:

“No later than the last day of the month in: May (for January through March), August (for April through June), November (for July through September), and February (for October through December), the Vendor shall supply the District with a report in a format acceptable to the District for the previous calendar quarter setting forth: the number and types of calls; the response, on scene, from scene, and out-of-service at hospital times; peak times for call volume; ALS and BLS level of care provided and the type and frequency of ALS interventions administered; the number of calls generating bills, the amounts billed, revenues collected, and bills deemed uncollectable; and any other call-based or non-privileged financial information requested by the District related to the Vendor’s contract with the District.”

- Point 16-C-1. Annual reports may be more comprehensive by 30 days after the calendar year, with the exceptions previously noted as to the aging of invoices, but may still suffer from the municipal cost center accounting,

Response: Amendment Section Five, Paragraph 16(C)(1): Replace “Within 30 days of the end of the calendar year,” in the first line of the paragraph with “By February 15th of each calendar year,”

- Point 16-C-2. Providing the District with the results of an audit of our financial performance by a CPA. While we do have yearly audits of our financial performance, as stated previously, the corporate data is calculated based upon municipal cost centers and not by individual Districts. In an effort to comply with the numerous provisions of Section 16 we would propose the following:
That the AFD identify a financial representative that will be provided access to the MLSS financial information for review that is relative to the area served by the AFD, at a mutually agreed to time by MLSS. This is privileged and confidential information subject to a non-disclosure agreement being signed prior to viewing.

Response: Amendment Section Five, Paragraph 16(C)(2): The paragraph is amended and replaced as follows:

“The Vendor will provide the District with the start and end dates of its fiscal year. In order to confirm the financial stability of Vendor’s annual operations, no later than seventy five days of the close of their fiscal year, the Vendor shall make available for review by the District’s representative, the audit of the Vendor’s entire operations performed by and certified by a certified public accountant (CPA). To the extent permitted by law, the District will treat all non-public aspects and information of the Vendor’s financial audits as proprietary to the Vendor and exempt from Article 6 of the Public Officer’s Law.”

8. Pg-17, 19. The wording of this section “As additional Consideration for the contract between the District and the Vendor...), may violate the Anti-Kickback status of the Federal Medicare regulations, specifically regarding the assignment of work without appropriate remuneration as a condition of being awarded the contract. Please have legal review and possible correction. While certain “hardship” exemptions may be permissible in certain limited circumstances, it normally must be determined on a case-by-case basis using uniform criteria. We have forwarded this to our own legal counsel for review and comment.

Response: Amendment Section Five, Paragraph 19: Delete the second sentence of the paragraph as follows: “~~As additional consideration for the contract between the District and the Vendor, the District reserves the right to negotiate with the Vendor~~”

~~for the implementation of a uniform policy of fee debt adjustment or abatement for District residents who are legitimately unable to remit payment for services four months after billing.”~~

9. Pg-18, 22. Insurance requirements. The stated insurance coverages are deemed excessive, and in some instances, are not written by insurance carriers according to our insurer. The Professional liability, Auto, and the Commercial lines in the industry is \$1,000,000/\$3,000,000. We currently maintain an umbrella of \$10,000,000 which is twice the prevailing industry standard. Should the stated limits of this section be enforced, providing they eventually could/would be written by an insurer, the significant additional cost would need to be passed along to the AFD.

Response: Amendment: After consultation with the District’s Insurance Carrier, the first paragraph of the RFP Section 6, Paragraph 2 is amended as follows:

“During the term of the contract the Vendor is required to maintain EMS Practice Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, 3 million dollars (\$3,000,000) aggregate; Business Auto Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate or three million dollars (\$3,000,000) combined single limit (NOTE: As an alternative to providing the Business Auto Insurance coverage in the stated limits, the Vendor may provide the requisite coverage by utilizing Umbrella or Excess insurance coverage policy that meets or exceeds the stated limits above a Business Auto primary policy); Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate; Umbrella Policy in an amount not less than ten million dollars (\$10,000,000) aggregate; and Workers Compensation, Disability Insurance, and Unemployment Insurance coverage as may be required by law or as otherwise necessary in order to protect the District’s interests.”

I attest that I, _____ am a legal representative of Vendor with the authority to confirm the receipt of this Clarification Number One and Addenda Number One to the Arlington Fire District Request for Proposal for the Provision of Emergency and Ambulance Transportation Services.

Signature

Print Name and Title

Date Signed