

ARLINGTON FIRE DISTRICT
RFP INSTRUCTIONS TO VENDORS

October 11, 2016

Dear Prospective Vendor:

Notice is hereby given that sealed proposals are sought and requested by the Arlington Fire District for the following:

EMERGENCY AMBULANCE AND TRANSPORTATION SERVICES

PROPOSAL OPENING INFORMATION

DATE: WEDNESDAY, NOVEMBER 2nd, 2016
TIME: 6:00 P.M.
PLACE: Arlington Fire District Headquarters
11 Burnett Boulevard, Poughkeepsie, N.Y. 12603

INSTRUCTIONS FOR RESPONDING TO REQUEST FOR PROPOSALS

Proposals shall be submitted in a sealed envelope addressed to:

Office of the District Secretary
Arlington Fire District
11 Burnett Boulevard
Poughkeepsie, New York 12603

Proposals must be received in the Office of the District Secretary by 3:00 pm on Wednesday, November 2nd, 2016.

Questions, as per the RFP, may be emailed to Chief Tory Gallante at tgallante@afd.org

THE FOLLOWING INFORMATION SHALL BE PRINTED ON ENVELOPE FACE

1. NAME AND ADDRESS OF VENDOR (include telephone and fax numbers and email address)
2. NAME OF PROPOSAL (“EMERGENCY AMBULANCE AND TRANSPORTATION SERVICES”)
3. DATE AND TIME OF PROPOSAL OPENING (Wednesday, November 2nd, 2016 at 6:00 PM)

ITEMS COMPRISING THE REQUEST FOR PROPOSAL DOCUMENTS

1. RFP INSTRUCTIONS TO VENDORS
2. RFP

PURPOSE

To obtain proposals from qualified Vendors to provide EMS and ambulance transportation services at the BLS and ALS level for emergency medical calls within the Arlington Fire District in conformance with the terms of the attached ‘Request For Proposals’.

ARLINGTON FIRE DISTRICT

Request for Proposal for the Provision of Emergency and Ambulance Transportation Services



October 11, 2016

SECTION ONE: INTRODUCTION

PURPOSE

The Arlington Fire District is soliciting proposals from qualified ambulance service firms to provide emergency ambulance and transportation services at the Basic Life Support (“BLS”) and Advanced Life Support Care (“ALS”) level as outlined in this Request for Proposal (“RFP”). The Arlington Fire District shall be referred to herein as the “District” and the ambulance service company submitting a proposal shall be referred to as “Vendor”.

PRIMARY FUNCTION

The primary function of Vendor pursuant to this RFP will be to augment emergency medical services, including BLS and ALS First Responder Services (hereinafter collectively referred to as “EMS”) rendered by the District by providing for the treatment and transportation of patients to authorized hospitals and other health care treatment facilities (hereinafter collectively referred to as “authorized medical care facilities”) while providing a continuity of treatment at the appropriate level [i.e. ALS or BLS] and standard of care. The District currently provides EMS and transportation services. It is the intent of the District through this RFP to retain the services of a Vendor to assume the obligation for EMS care and transportation upon the patient(s) transfer of care from District personnel to Vendor’s personnel at responses to calls for medical assistance. This RFP contemplates a “two-tiered” EMS delivery system with the District providing initial response and EMS care and the Vendor providing the transportation for and assuming the transfer of the care of patients from District personnel and who are transported to authorized medical care facilities, including the EMS care of patients who refuse transport. The Vendor shall be the primary provider of ambulance transport services within the Fire District. Secondly, the Vendor will also be expected to provide standby EMS service for training and special events. To the extent permitted by law, Vendor will be allowed to bill patients for services rendered with no remuneration going to Fire District.

PROPOSAL DUE DATE

Proposals will be accepted up until 3:00 pm on Wednesday, November 2nd, 2016 at:
Office of the District Secretary
Arlington Fire District
11 Burnett Boulevard
Poughkeepsie, New York 12603

GENERAL INFORMATION REGARDING ARLINGTON

The Arlington Fire District is located in Dutchess County, New York. The District is one of three fire districts that serve the Town of Poughkeepsie. The Fire District covers approximately 22 square miles and has an approximate population of 33,000 people from varied social and economic backgrounds. The Fire District is home to many and varied businesses, including IBM as well as educational institutions such as Vassar College, Oakwood Friends, and Poughkeepsie Day School. The District maintains four stations located at 11 Burnett Boulevard, 213 Vassar Road, 1075 Dutchess Turnpike and 7 Spackenkill Road, Poughkeepsie, New York.

HISTORICAL CALL VOLUME INFORMATION

The District's emergency responses historically included Fire and EMS (including ambulance transportation services). The average annual call volume over the past three years in the District, including mutual aid and non-transport calls has been 4498 calls annually, of which an average of 1771 calls required transport to a hospital at the ALS level and an average of 1359 calls required transport to a hospital at the BLS level. For purposes of this RFP, the District estimates 3600 calls as a reasonable approximation of the anticipated number of calls necessitating either ALS or BLS transport services in 2017.

Additional general information about the Arlington Fire District is available on our website at www.afd.org .

Please note that captions and headings used herein are for reference purposes only to assist the reader and should not be deemed to be inclusive of all items concerning a particular subject heading.

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SECTION TWO: SUBMISSION AND EVALUATION OF PROPOSALS

1. The District reserves the right to make an award, in whole or in part, to the lowest responsible Vendor satisfying the criteria set forth in the RFP as determined by the sole discretion of the District. In assessing the responsibility of a Vendor, the District may consider the Vendor's, experience, reputation, professionalism, skill, training, judgment, integrity, accountability, reliability, history of providing EMS in Dutchess County and other areas, as well as the Vendor's past and present financial condition and professional and ethical standing in the EMS community, including litigation history and history of violations issued to Vendor regardless of the source. The District will use the qualitative criteria noted above, as well as quantitative factors, including the degree of adherence to the requirements of the RFP in the exercise of its judgment and discretion in awarding a contract for services that is best suited to serve the needs of the District. The anticipated term of the contract is one (1) years to four (4) years.
2. Proposals responsive to this RFP must be submitted in writing and received by the District no later than 3:00 P.M. on Wednesday, November 2nd 2016 in the Office of the District Secretary, Arlington Fire District, 11 Burnett Boulevard, Poughkeepsie, New York 12603-2038. Any proposal received after the time stated in the RFP Instructions to Vendors will not be considered and will be returned unopened to the Vendor. The Vendor assumes the risk of any delay in the mail or in the handling of the mail by District personnel. Whether sent by mail or by means of personal delivery, the Vendor assumes sole responsibility for having its proposal delivered on time at the place specified. If personal delivery is intended, Vendors are encouraged to contact the District Secretary at (845) 486-6300 to coordinate an appropriate delivery date and time. Faxed or electronically submitted proposals will not be accepted.

A proposal must be submitted on Vendor's letterhead and in a format that clearly correlates and responds to the enumerated sections and paragraphs of the RFP. The submission of a proposal will be construed to mean that the Vendor has read this RFP has had any questions answered and is fully informed and knowledgeable as to the RFP requirements, the nature and extent of services requested, the required qualifications of personnel and Vendor, the character and type of services, equipment, and materials required to provide the services under the RFP and constitutes a representation that the Vendor is fully licensed and/or certified and can furnish said services and items satisfactorily in complete compliance with the RFP, and the applicable federal, New York State and local laws, regulations, and rules.

3. The RFP requires the Vendor to make certain affirmative declarations of agreement to comply with the terms set forth herein. Vendors submitting proposals are advised to carefully read the RFP and to provide both the requested information and declarations in their proposals in order for their proposal to be adequately considered.
4. No request for an interpretation, clarification, or information relating to the RFP and 'Instruction to Vendors' shall be requested by or made by any Vendor through verbal communication. In order to be given consideration, every request for such interpretation, clarification or information shall be made in writing and mailed, emailed, or faxed to the Secretary of the District at the address for the District set forth in the RFP 'Instructions to Vendors', and must be received at least five days prior to the date fixed for the opening of the proposals. Any and all such interpretations, clarifications, or information provided by the District as well as supplemental instructions, if any, will be provided in the form of written addenda which, if issued, will be emailed to all prospective Vendors not later than two days prior to the date fixed for the submittal of proposals.
5. In the event that two or more Vendors submit substantially identical proposals, the decision of the District to award a contract to one of such Vendors shall be final.
6. It is the responsibility of the Vendor to offer services that meet the requirements set forth in this RFP. However, the District reserves the right to request additional information deemed necessary for the proper evaluation of proposals.
7. If, in the opinion of the District, no proposal fully satisfying the criteria set forth in this RFP is received, the District reserves the right to consider alternative proposals containing deviations that are equivalent to or exceed the RFP as stated. In the response to the RFP, Vendors shall explain in detail where such alternatives are contained and how they deviate from or qualify under the terms of the RFP as issued.
8. Conditional or contingent proposals (i.e. proposals that necessitate some condition precedent) will not be considered and will be rejected.
9. The District reserves the right to reject any and all proposals, including but not limited to any proposals deemed not to be in the best interests of the District, and to reject as non-compliant such proposals, as in its opinion, are incomplete, conditional, obscure, contain serious or significant departures from the RFP as determined by the District, or which contain irregularities of any kind.
10. The District further reserves the right to waive any informality and to reject any or all proposals.

11. Awards will be made to the most responsible Vendor, as will best promote the public interest, taking into consideration the qualities of the Vendor, the quality of the services to be rendered and the equipment and materials to be furnished, their conformity with the RFP, the purposes for which the services are required, and the terms set forth in this RFP.

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SECTION THREE: VENDOR INFORMATION

12. Vendor's proposal shall provide the following information with regard to the Vendor's firm in listing or narrative form, referencing the specifically lettered sections set forth below:
 - A. Name of Vendor.
 - B. Business type (corporation, LLC, etc.).
 - C. Ownership structure and percentage of ownership interests (if applicable).
 - D. Business governance structure and hierarchy.
 - E. Qualifications of firm.
 - F. Narrative history of firm, including the date Vendor began operating.
 - G. Provide a statement as to why Vendor is the best candidate to provide services and identify any other factors that distinguish Vendor from other potential Vendors.
 - H. List the geographic area(s), including the length of time Vendor has operated in the geographic area where the Vendor currently holds operating authority pursuant to Public Health Law Article 30.
 - I. List existing areas of operation, including the length of time Vendor has operated in those areas currently served by Vendor.
 - J. List existing contracts Vendor has with municipalities or other agencies for provision of EMS and the terms and provisions of such contracts.
 - K. Identify Vendor's Command/Operations staff and organizational structure.
 - L. Provide the name and address of Vendor's Medical Director.
 - M. Identify current staff and qualifications (current DOH-2828).
 - N. Provide copies of current government-issued EMS and ALS operating credentials (i.e. certifications, authorizations, and licenses), including a valid operating certificate for Dutchess County, NY at the date of the bid opening.
 - O. Provide a copy of Vendor's QA/QI program.
 - P. Provide names and contact information for at least three institutional or municipal references where Vendor provided services similar to those sought in this RFP.
 - Q. Provide a statement certifying Vendor's financial stability and that Vendor has the requisite resources, financial and otherwise, to provide the services called for in this RFP.
 - R. Provide the name of Vendor's insurer and current limits of Vendor's EMS Practice Professional Liability Insurance, Business Auto Insurance, and Commercial General Liability Insurance (or provide current Certificate of insurance for all coverages listed).
 - S. Provide a list of any citations or violations received by Vendor from any federal,

state, regional, and local agency within the past five years, the reason for the citation or violation and the outcome.

- T. Provide a list of litigation filed against Vendor or by Vendor for the last five years, the reason for the litigation and the outcome.
- U. Provide the names of all agencies that the Vendor has current mutual aid agreements with and provide copies of each of those agreements.
- V. Provide a copy of Vendor's current billing schedules for EMS services provided in Dutchess County.

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SECTION FOUR: PROPOSAL REQUIREMENTS

13. In addition to the items set forth in SECTION THREE above, Vendor's proposal shall provide information responding to Paragraphs 14 and 15 of SECTION FOUR and referencing the specifically lettered sections set forth below. Vendor agrees to provide the following information in sufficient detail to assist District in evaluating Vendor's ability to satisfy the requirements of the RFP. Vendor should address all items of inquiry. If any particular items are not applicable to Vendor's situation, Vendor should specifically so state.
- A. A narrative setting forth Vendor's response protocol addressing Vendor's plan for response to calls and ability to provide the specified transportation and emergency medical services in the District called for herein.
 - B. The physical addresses of existing bases of operation and to the extent contemplated, any proposed new bases of operations from where Vendor will quarter ambulances and personnel in order to provide the specified services to the District. The District shall not provide Vendor operational space in any of its facilities unless warranted due to emergency situations and approved by the District.
 - C. Plan for system status management ("SSM") utilization and allocation of resources in response protocol, including Vendor's plan to provide service for 6 simultaneous calls or overlapping incidents in the District.
 - D. Plan for use of Geographical Information Systems ("GIS") including use and monitoring of transponders in response protocol.
 - E. Internal dispatch protocol including call prioritization intended to be utilized by Vendor upon receiving a call for services within the District.
 - F. Plan for implementing radio communication interoperability with the District.
 - G. A listing of rolling stock assets (i.e. ambulances, EASVs) available for use in the Fire District and current DOH1881 form.
 - H. Plans or proposals for the acquisition of new rolling stock, if selected Vendor.
 - I. Plan for EMS charting and preparation of electronic PCRs.
 - J. A proposed schedule of fees and rates for charges for services within District effective January 1, 2017.
 - K. Provisions for providing and receiving "mutual aid" as affecting the District.
 - L. Vendor's protocols to maintain the security of stored electronic communication and information and protocols when there is a breach in that security.
 - M. A representation that Vendor is familiar with and can and will comply with Response Time requirements as set forth in Paragraph 14P below.

14. Vendor's proposal shall contain a declaration that Vendor has reviewed the minimum service requirements ("deliverables") set forth in this Paragraph 15, Subparagraphs A. through R. and that Vendor agrees to abide by the terms, conditions and requirements outlined herein. If Vendor desires to offer alternatives to the deliverables as stated, such proposed alternatives must be equivalent to or exceed the deliverables as stated and must be fully explained and reference by letter designation, the specific deliverable that the alternative intends to alter. Vendor's proposed alternatives that deviate, but are equal to or exceed the stated deliverables may be considered.

The following items are deemed to be the "deliverables" required by this RFP that must be provided by Vendor:

- A. Vendor shall maintain throughout the term of the contract the requisite licenses, certifications, registrations, including but not limited to, operating authority and that of responding EMS personnel to provide ambulance transport and BLS and ALS emergency medical services throughout the entire area served by the District.
- B. Vendor shall provide New York State Certified Advanced Life Support ambulances and EMS personnel, for competent patient care at the appropriate level of EMS care, and transport of patients in the District to be rendered on demand by the District at any time, on a twenty-four (24) hours per day, seven (7) days per week basis.
- C. Vendor will only respond to calls for emergency medical services that have been dispatched by Dutchess County Department of Emergency Response or by the District. Vendor will not solicit nor accept requests for emergency assistance outside of the Dutchess County Department of Emergency Response system. Any direct request for emergency services within District received by Vendor will be immediately referred or relayed to Dutchess County Department of Emergency Response and include a request for the Arlington Fire District to be dispatched.
- D. Vendor will staff ambulances with a sufficient number of appropriately trained and credentialed personnel and every ambulance shall be staffed by at least one New York State Certified Advanced Emergency Medical Technician-Paramedic with authority and privileges to practice at the Paramedic level within the territory served by the Hudson Valley Regional EMS Council in order to meet the service needs of the District.

- E. The ambulances designated to serve District may be quartered within a reasonable distance outside of District boundaries provided that response time mandates set forth in Paragraph 15 P are complied with. All of the Vendor's ambulances to be used in District will have operational Automatic Vehicle Locator and navigation devices. The Chief of the District and/or the Chief's designee shall be provided remote access to the Vendor's system to allow access to real-time location data.
- F. All ambulances provided by the Vendor shall comply with and be certified by the New York State Department of Health in accordance with the applicable requirements and regulations for the equipping and operation of certified Advanced Life Support service. This shall include, but not be limited to, Article 30 and 10 NYCRR parts 800 and 80. All equipment shall be in full compliance with all rules and regulations of the Hudson Valley Regional Emergency Medical Services Council and its Regional Emergency Medical Advisory Committee (REMAC) and meet the requirements of the District's Chief, and Director of EMS.
- G. All Vendor ambulances in the District shall be in compliance with all New York State Department of Health and Department of Motor Vehicles Laws, Rules, and Regulations for ambulance and motor vehicle operations. If not, Vendor shall remove the ambulance from service.
- H. Vendor shall submit with its proposal a copy of its preventative maintenance program for ambulances to be used in the District. Alternatively, Vendor may submit a narrative of a preventive maintenance service plan that it will adhere to with regard to the ambulances Vendor intends to utilize in the District. Such narrative must include a schedule of planned preventative maintenance and the intervals (by time and/or mileage), such preventative maintenance will occur and state whether it is performed in-house or by a third-party vendor.
- I. All of Vendor's ambulances used in the District shall be properly maintained, cleaned, and in good working order so as to remain in a safe, sanitary, environmentally-friendly, and response ready condition.
- J. At no time shall the Vendor use (as a primary or permanent) any ambulance unit that is older than eight (8) years old.
- K. The Vendor shall authorize and consent to District personnel (authorized by the District to operate emergency vehicles) driving Vendor's vehicles at the scene of an incident in order to move the unit to a safer location, to facilitate easier patient

loading, to free up traffic, or upon the request of the Chief, Vendor's Paramedic or EMT, and at the approval of the District's Incident Command. District personnel may drive the ambulance or provide assistance to Vendor's crew transporting the patient to a hospital with the approval of the District's Incident Command. When District personnel are transported from a scene in an ambulance to assist the ambulance crew, Vendor will return such District personnel to the scene or to a District station as requested. Vendor shall provide insurance coverage, defense and indemnification to include District personnel providing these services.

- L. The Vendor shall provide a stand-by ambulance at no charge, at the scenes of working fires, training, and any incident where EMS stand-by services may be reasonably needed, and as requested by the District. Vendor further agrees to provide stand-by coverage when requested by the District and at no charge to the District at functions or gatherings within the District where attendance is expected to exceed 1,000 people and at selected training events hosted by the District.
- M. At any reasonable time, the District shall have the right to inspect all Vendors' vehicles and equipment used to perform emergency services for the District. All vehicles and equipment must conform to all applicable federal, state, regional council, and local laws, statues, ordinances, rules or regulations in effect or enacted during the contract period. In the event that the Vendor incurs additional costs to comply with such laws, statues, ordinances, rules or regulations, the Vendor shall be responsible for the full amount of such costs. Such right to inspect does not impose any legal duty or obligation upon the District to perform such inspection(s) to ensure Vendor's compliance.
- N. The Vendor will allow the District to participate in the Vendor's Quality Assurance and Quality Improvement Programs.
- O. The Vendor shall maintain all equipment and supplies, including ALS equipment, in necessary quantities and in such condition so that such equipment and supplies are clean, sanitary, and carried and securely stowed in such a manner as to make them useable on each and every call. All medications carried by the Vendor shall be viable and unexpired, immediately replenished when used, and maintained in a clean, sterile, and secure manner as to make the medications available for use on each and every call.

P. Acceptable Response Times

1. When there are three (3) or fewer concurrent active calls for emergency responses within District, the Vendor will provide an ambulance to the scene of each of the 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. For compliance and quality assurance purposes, the Vendor's response time will be measured from the time of dispatch by the Dutchess County Department of Emergency Response to the time the unit physically arrives at the location of the emergency. There shall be no exceptions to the response time calculations (i.e. weather, Priority 4, etc...). The Vendor shall be required to notify the Chief in writing when its response time falls below 90% or for the remaining 10% of the calls when a response time exceeds 15 minutes.
2. When there are four (4) or more concurrent active calls for emergency responses within District, 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. The Vendor's response time will be measured from the time of dispatch by the Dutchess County Department of Emergency Response to the time the unit physically arrives at the location of the emergency. There shall be no exceptions to the response time calculations (i.e. weather, Priority 4, etc...). The Vendor shall be required to notify the Chief in writing when its response time falls below 90% or for the remaining 10% of the calls when a response time exceeds 15 minutes.
3. Ambulances on standby at incidents or events within the District are not considered to be active units for the purpose of determining response time calculations.
4. Response times are determined utilizing Dutchess County Department of Emergency Response data. There shall be no exceptions to the response time calculations (i.e. weather, Priority 4, etc...). Any calls outside of the response time requirements will be applied to the 10%, 15 minute, allowable exception.
5. 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 call that exceeds the 15 minute response time.

- Q. The Vendor represents that it has appropriate equipment and sufficient numbers of trained personnel and that it will make every reasonable effort to supply additional staffed ambulances as may be required in periods of high call frequency and during multiple patient or mass casualty incidents and to provide appropriate back-up service to the minimal level of service required by this RFP. The foregoing list is meant to be illustrative as the additional resources may also be required during major weather emergencies or other events within the District as they may arise.

- R. The Vendor will fully participate in the Dutchess County Mutual Aid Plan and shall both give and receive assistance if needed. The Vendor's participation in the Mutual Aid Plan does not relieve the Vendor of its obligations to the District with regard to deliverables including response time obligations.

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SECTION FIVE: BILLING

15. The Vendor's proposal shall contain a declaration that the Vendor has reviewed billing and reporting requirements set forth in Paragraphs 16 through 20 of SECTION FIVE and that the Vendor agrees to abide by the terms, conditions, and requirements outlined therein. If the Vendor desires to offer alternatives to the billing and reporting terms as stated, such proposed alternatives must be equivalent to or exceed the billing and reporting terms as stated and must be fully explained and reference by letter designation the specific billing or reporting requirement that the alternative intends to alter. The Vendor's proposed alternatives that deviate from the stated billing and reporting requirements may be considered. For the purposes of providing services under this RFP, the Vendor is an independent contractor authorized to operate within the District and is providing services as an independent contractor for all issues, including but not limited to labor and employment issues of its employee's matters. The provisions of General Municipal Law Section 209-b(4) are not applicable to the services being provided by the Vendor. The Vendor, as the transporting agency, may bill patients, their insurers (including private insurers, Medicare, and Medicaid) and guarantors at the usual and customary rates for the provision of ALS and BLS ambulance services and where applicable and authorized. The Vendor shall provide the District with a schedule of rates and fees before commencing operations under a contract pursuant to this RFP and any time the rates or fees change during the contract period. Bills for services will only be submitted to patients transported to or from authorized medical care facilities, for properly chargeable ALS and BLS treatment or assessments, for EMS care rendered by the Vendor that does not require transport or as otherwise permitted by law. Any expenses incurred for pursuing revenue recovery shall be borne by the Vendor.

16. The intention of the disclosure requirements of this RFP is that there shall be full and timely disclosure and accounting by the Vendor to the District of all bills for payment issued and for all revenue received by the Vendor from the ALS and BLS ambulance operations provided. The scope of the billing information to be provided by the Vendor pursuant to the procedures to be implemented by the District will generally require the production of the information at the designated intervals set forth below. However, the District specifically reserves the right to expand the scope of the information to be produced and may refine or modify these requirements in the contract issued to the successful Vendor as the District deems necessary or as may otherwise be required by law.

A. On a Monthly Basis:

No later than the fifteenth day of the 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, 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.

Upon request, the Vendor will provide the District with a detailed accounting and account reconciliations as well as any statements of accounts for the funds collected during the previous month(s).

B. On a Quarterly Basis:

No later than the 15th day of: 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.

C. On an Annual Basis:

1. Within 30 days of the end of the calendar year, the Vendor will provide the District with a report in a format acceptable to the District that sets forth a summary of the Vendor's services performed under the contract with the District for the previous year setting forth detailed averages and cumulative summary information and supporting data regarding: 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; bills generated, revenues

collected, and bills deemed uncollectable; and any other call-based or financial information requested by the District related to the Vendor's contract with the District.

2. No later than May 15th, the Vendor will have an audit of its financial status and revenue recovery operations within the District for the previous year completed by a certified public accountant (CPA) and a copy of such audit shall be provided to the District. To the extent such audit may be part of a more expansive review of the Vendor's operations outside of the District, and contains information related to proprietary or privileged matters or financial information unrelated to revenue generated from calls within the District, the contents of such audit that are irrelevant to the District may be redacted so long as the report of information provided to the District bears the certification of the CPA performing the audit. 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.
17. Nothing herein shall require the Vendor to disclose a patient's identity or any other privacy or protected health information as governed by the Health Insurance Portability and Accountability Act (HIPAA) or other governmental statute, rule, or regulation.
18. If the Vendor is a not-for-profit corporation, during the term of the agreement and no later than May 15th of each year, the Vendor will provide the District with a copy of the Vendor's filed IRS FORM 990s for the preceding year.
19. The Vendor will provide the District with a copy of its billing policies with regard to procedures it, or its billing vendor, will follow to pursue revenue recovery for services provided in the District, including the procedures for collections, enforcement, and hardship allowances. 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. The Vendor will also accept as full payment for fees the District's workers' compensation insurance or like insurance for any District personnel treated and/or transported by the Vendor as a result of a work-related injury.

SECTION SIX: ADDITIONAL CONTRACT REQUIREMENTS

20. The Vendor's proposal shall contain a declaration that the Vendor has reviewed the Additional Contract Requirements set forth in Paragraphs 21 through 31 and that the Vendor agrees to abide by the terms, conditions and requirements outlined therein. If the Vendor desires to offer alternatives to the additional contract requirements as stated, such proposed alternatives must be equivalent to or exceed the contract requirements and must be fully explained and reference by letter designation the specific contract requirement that the alternative intends to alter. The Vendor's proposed alternatives that deviate from the stated contract requirements may be considered.
21. The contract to be entered into between the District and the Vendor will contain a provision that reads substantially as follows: "To the fullest extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the District, its employees, personnel, officers, officials and agents, for all claims, losses, damages, or injuries arising out of the services contracted for or provided by the Vendor, notwithstanding any claimed negligence alleged in part as against the District or its employees, personnel, officers, officials and agents."
22. 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, ten million dollars (\$10,000,000) aggregate; Business Auto Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, five million dollars (\$5,000,000) aggregate or five million dollars (\$5,000,000) 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, 10 million dollars (\$10,000,000) aggregate; Umbrella Policy in an amount not less than 10 million dollars (\$10,000,000) per occurrence, 20 million dollars (\$20,000,000) 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.

Notwithstanding the foregoing, all coverages shall meet applicable statutory minimum limits, if greater than the limits provided for herein. All liability insurance policies shall name the District as an "additional insured on a primary, noncontributory basis" and shall insure the District for all claims arising out of acts or omissions of Vendor and Vendor's employees, officials, officers and agents. Before commencing work under the contract generated by this RFP, and throughout the contract period as renewals or changes in

coverage occur, the Vendor shall supply the District with Certificates of Insurance and such other proof of insurance as requested, including additional insured endorsements as may be applicable to the District. Neither the Vendor's failure to provide evidence that the specified insurance is in place nor the District's failure to request proof of insurance shall affect the Vendor's responsibility to procure and maintain the insurance required herein.

23. Each of the Vendor's employees providing services in the District shall have training in the following areas prior to operating within the District, including, but not limited to: Anti-Discrimination, Harassment, Respect and Diversity and Workplace Violence; HIPAA, Privacy and Ethics; Patient Confidentiality and Social Media, Infection Control, Safety, Health and Security; ICS100 & 700; and Hazmat Awareness.
24. The Vendor agrees to make available and provide its employees with training and continuing emergency medical education opportunities including certification and recertification programs as may be required by law or local or regional council rules. The Vendor agrees to make available to District personnel the training and education programs it sponsors or provides. If the Vendor incurs a cost associated with such program or training in order to offer it to the District, such cost reimbursement will be negotiated with the District by separate agreement. However, any such charges to the District shall be at a favorable cost equal or comparable to the cost for the Vendor's employees.
25. Each of the Vendor's ambulances performing services under contract with the District shall be equipped with a secondary source of communication between dispatchers and crews. Cell numbers for Vendor's command staff and on-duty supervisors shall be made available to the District.
26. Absent the express written permission of the Chief of the District, neither the Vendor nor the Vendor's employees may photograph or post on social media, use for promotional materials or for any reason, any images or information of any sort obtained while providing services within the District. The Vendor shall immediately notify the District if it discovers that any of its employees violated patient privacy or confidentiality in any manner or any term of this paragraph. The District will advise the Vendor if such employee can continue to provide services to the District.
27. The Vendor shall fully comply with the Dutchess County Department of Emergency Response Radio Communications Plan. All of the Vendor's employees who will respond to calls within the District shall be trained and proficient in Dutchess County communications procedures and protocols. The Vendor at its own expense shall install

radio transmission equipment and program District frequencies in all of the Vendor's vehicles that might reasonably be expected to respond to calls within the District.

28. At the request of the District, the Vendor agrees to have personnel of the District's choosing attend quarterly meetings with command and administrative personnel from the District and attend any planning sessions for major events or incidents as requested by the District. Cell numbers and email addresses for the Vendor's administrative, command staff, and daily supervisors shall be provided to the District.
29. The contract issued pursuant to this RFP will contain a termination clause allowing either party to terminate the contract on ninety (90) days' written notice, and allowing the District to terminate the contract upon 20 days' notice for "good cause". The Vendor's failure to comply with any material provision of the contract including those provisions set forth in Paragraph 15P shall be deemed "good cause."

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SECTION SEVEN: GOVERNING LAWS & RULES

30. The contract issuing from this RFP shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of the contract shall be brought in the Supreme Court of the State of New York, Dutchess County.
31. The Vendor shall comply with all the provisions of the laws of the Town of Poughkeepsie, County of Dutchess, State of New York, and of the United States of America, which affect municipalities and municipal contracts and the type of services provided by the Vendor, including, but not limited to, Public Health Law, Town Law, General Municipal Law, Worker's Compensation Law, Lien Law, Personal Property Law, State Unemployment Insurance Law, Occupational Safety and Health Act (OSHA), Protection of Electronic Communications and Stored Information, federal Medicare, Medicaid, HIPPA and Employment Law, federal and state anti-discrimination laws, any state and local health laws, rules, codes, and regulations, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Vendor's special attention is also called to the laws set forth below:

General Municipal Law Section 109(1)

No contract issued by the District as a result of this RFP shall, whether in whole or in part, be assigned, transferred, conveyed, sublet, or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the District.

State Finance law Section 165-(3)(b) Iran Divestment Act

By submission of this proposal and entry into a contract, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint proposal or contract, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Vendor is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

The Vendor must immediately notify the District if there is a breach in its security of electronic information or any other violation of applicable laws for the service the Vendor provides.

32. A corporate Vendor that is not incorporated in the State of New York shall produce with its response to the RFP, certification from the New York State Department of State that it is authorized to do business in the State of New York with the District pursuant to this RFP.

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