TALLADEGA COUNTY
EMERGENCY MANAGEMENT COMMUNICATION DISTRICT

Request for Proposal

Ambulance Service(s)

# 2015-0102

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Ambulance Services in Talladega County, Alabama.

The Talladega County Emergency Management Communication District intends to use the results of this process to award a contract for Ambulance Services specified within this RFP.
1.0 Proposal Description

1.1 The Talladega County Emergency Management Communication District is seeking a qualified and experienced vendor to provide an Ambulance Service(s) to an exclusive ambulance zone(s) in the geographical area known as Talladega County, Alabama but is exclusive of the Exempted Incorporated Area as defined herein, being more particularly described as the Incorporated Area of the City of Childersburg, Lincoln and Oxford. (See attached Exhibit “A”).

1.2 This procurement will establish all credentialing requirements and scope of service requirements as listed in Section 10 of the RFP. Each proposal will be scrutinized by the District as it relates to the requirements listed in Section 10, before the application is processed for full consideration.

1.3 The initial contract period will be for one (1) years.

1.4 There are no fees associated with this RFP process.
## 2.0 Procurement and Contracting Office

### PROCUREMENT INFORMATION

<table>
<thead>
<tr>
<th>RPF Number:</th>
<th>2015-0102</th>
<th>RFP Title:</th>
<th>Ambulance Service(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Due Date and Time:</td>
<td>Wednesday, July 01, 2015 4:30 p.m., Central Time</td>
<td>Number of Pages:</td>
<td>62</td>
</tr>
</tbody>
</table>
| Procurement Officer: | Victor Kennedy, Director  
|                    | Phone: (256) 761-9119  
|                    | Email: vkennedy@talladega911.org | Issue Date: | Tuesday, June 02, 2015 |

### INSTRUCTIONS TO VENDORS

Submit Proposal to:
- Victor Kennedy, Director  
  Talladega County 9-1-1  
  26715 AL Hwy 21  
  Talladega, AL 35160  

Label Envelope/Package:
- RFP Title/Number: Ambulance Service(s)/2015-0102  
- Proposal Due Date: July 01, 2015  
- Special Instructions: N/A

### VENDOR INFORMATION

(Fill in the information fields below and return this form with RFP response)

- Vendor Name/Address:  
- Authorized Vendor Signatory: (Please print name and sign in ink)
- DUNS NUMBER:  
- Vendor Phone Number:  
- Vendor Fax Number:  
- Vendor Federal I.D. Number:  
- Vendor Email Address:  

Total number of proposal pages:

Trade Secret Declaration(s): (Reference section/page(s) of trade secret declaration)
3.0 Definitions

The following definitions are used throughout the Request For Proposal:

3.1 AOC
Ambulance Oversight Committee

3.2 AVL
Automatic Vehicle Location

3.3 Central Dispatch
The Talladega County Emergency Management Communication District’s Public Safety Answering Point located at 26715 AL Hwy 21, Talladega, AL 35160

3.4 District
The Talladega County Emergency Management Communication District

3.5 EAEMS
East Alabama Emergency Medical Services, Inc.

3.6 Emergency
All requests receiving a response with lights and sirens for presumed life-threatening conditions.

3.7 Emergency Response Provider
As defined in United States Code, Title 6, Chapter 1, 101, includes Federal, State, and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities.

3.8 Exempted Incorporated Area
The geographical area within the corporate limits of Childersburg, Lincoln and Oxford, which are exempted from this RFP process due to such cities maintaining their own respective municipal Emergency Medical Services provider.

3.9 Incorporated Area
The geographical area within the corporate limits of any municipality within Talladega County

3.10 MDAP
Medical Direction and Accountability Plan
3.11 Non-Emergency
All requests receiving a response for presumed non life-threatening conditions.

3.12 PSAP
Public Safety Answering Point (see Central Dispatch)

3.13 RFP
Request for Proposal

3.14 Unincorporated Area
Any geographical area which is not within the corporate limits of any municipality within Talladega County, Alabama.

3.15 Vendor
A firm submitting a response to this RFP

3.16 Other acronyms and abbreviations used in this RFP in relation to the operation of an Ambulance Service can be found in the following document “CHAPTER 420-2-1 EMERGENCY MEDICAL SERVICES” at the Alabama Department of Public Health Office of EMS and Trauma website. <http://www.adph.org/ems/Default.asp?id=813>
## 4.0 Calendar of Events

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/02/15</td>
<td>Date of issue of the RFP</td>
</tr>
<tr>
<td>06/09/15</td>
<td>Last day for submitting written inquiries</td>
</tr>
<tr>
<td>06/15/15</td>
<td>Mail Notifications to Vendors of supplements or revisions (If any)</td>
</tr>
<tr>
<td>07/01/15</td>
<td>Proposals due from Vendors</td>
</tr>
<tr>
<td>07/02/15</td>
<td>Proposals opened for Ambulance Oversight Committee</td>
</tr>
<tr>
<td>07/09/15</td>
<td>Present to the Talladega County 9-1-1 Board for approval (Estimate)</td>
</tr>
<tr>
<td>07/10/15</td>
<td>Notification of intent to award Vendor (Estimate)</td>
</tr>
<tr>
<td>08/01/15</td>
<td>Contract Start Date (Estimate)</td>
</tr>
</tbody>
</table>
5.0 Proposal Instructions

5.1 General Instructions

5.1.1 Vendors must submit one signed, printed original and one electronic (CD) copy of all materials required for acceptance of their proposal on or before 4:30 p.m. Central time on the date listed on the Calendar of Events for “Proposals due from Vendors” to the RFP point of contact at the listed mailing address.

5.1.2 Vendors must submit one signed, printed original of any Addenda issued with this RFP on or before 4:30 p.m. Central time on the date listed on the Calendar of Events for “Proposals due from Vendors” to the RFP point of contact.

5.1.3 The original copy of the Proposal shall be typed and submitted on 8.5 by 11 inch paper. The electronic copy shall be sent on compact disc (CD) and shall include one copy in Microsoft Word format and one copy in Adobe Acrobat PDF format.

5.1.4 All proposal packages shall be clearly marked on the outside of the package with the information specified in the INSTRUCTIONS TO VENDORS section located in Section 2.0 of this document.

5.1.5 Proposals may be withdrawn, modified and resubmitted by the Vendor prior to the proposal due date. Modifications submitted in any other manner will not be considered.

5.1.6 If any Vendor considers any part of this RFP to be unclear, that Vendor should submit a written request for clarification. A written response will be sent to all such requests. If the clarification results in a change in the RFP, it will be done in the form of an Addendum. Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before 4:30 p.m. Central time on the date listed on the Calendar of Events for “Last day for submitting written inquiries” to the procurement point of contact.

5.1.7 Any Addenda issued to the RFP will be sent electronically to each Vendor who requested a copy of the RFP. It is the Vendor’s responsibility to verify with the RFP point of contact if any Addenda have been issued.

5.1.8 All sealed proposals will be opened at 9:30 a.m. Central time on the date specified in the Calendar of Events at the District’s office. Vendors and the general public are invited to attend the opening. No decision will be made as to the award of the RFP at that time.

5.1.9 Proposals not received by the stated date and time will not be considered and will be returned to the Vendor.
5.1.10 Unsealed proposals will not be considered and will be returned to the Vendor.

5.1.11 Faxed proposals will not be considered and will be returned to the Vendor.

5.1.12 Unsigned proposals will be considered non-responsive.

5.1.13 Unsigned Addenda, if any, will be considered non-responsive.

5.2 Formatting Instructions

5.2.1 Vendors are urged to use this document as the basis for all responses. An Adobe Acrobat PDF version and Microsoft Word version of this document is available upon request.

5.2.2 Proposals must be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked. Proposals shall be organized and presented in the order as specified below.

5.2.2.1 Introduction

5.2.2.2 Company history

5.2.2.3 RFP Response (include this entire document as a template)

5.3 Response Instructions

5.3.1 Each numbered requirement in the RFP must be answered by the Vendor with one of the following responses or the proposal will be considered non-responsive:

5.3.1.1 Understood – Response to a specific statement made in the RFP that does not require an answer to a requirement.

5.3.1.2 Comply – The proposed solution will fully meet this requirement.

5.3.1.3 Complies with Exception – The proposed solution will comply with only part of this requirement. The exception must be fully explained.

5.3.1.4 Does not Comply – The proposed solution does not fully comply with this requirement.
5.4 Reasonable Accommodation

The District will provide reasonable accommodations, including the provision of informational material in limited alternative formats, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/Vendor conference, contact the procurement point of contact.

5.5 Proprietary Information

The Talladega County Emergency Management Communication District is subject to the statutes relating to public records. Materials shall be submitted in confidence and shall remain confidential and are exempt from disclosure to the extent allowed by law and in accordance with the Trade Secret Affidavit required to be submitted by the Vendor attached hereto as Exhibit D.

All such requests will be evaluated by the District. Should a legal challenge arise regarding a specific Vendor’s request for confidentiality, it shall be the Vendor’s responsibility to defend such challenges. The District reserves the right to disclose part of or all of the information determined not to meet the exemptions of the appropriate statutes.

5.6 Obligation to Award

The District incurs no obligation to award this contract by extending this RFP. The District is also not liable for any cost incurred by Vendors in replying to this RFP. Any Vendor choosing to keep information confidential or requesting such shall be solely liable for any responsibility to defend such confidentiality should a legal question arise and shall hold the District harmless from such responsibility or liability arising regarding any specific Vendor’s request for confidentiality.
6.0 Proposal Evaluation Process

The evaluation and selection of a Vendor will be based on the information submitted in the Vendor’s proposal plus recommendations by references and any requested on-site visits or oral presentations.

6.1 General Requirements Evaluation

The proposals will be reviewed by the District or its designee to determine how well each Vendor’s proposal compares to the stated General Requirements. The District may request further clarification from individual Vendors in the event of incomplete or missing information. Vendors shall respond in writing to any requests for clarification. In the event that all Vendors do not meet one or more of the General Requirements, the District reserves the right to continue the evaluation of the proposals and may select the proposal which most closely meets the requirements specified in this RFP. Failure to meet any of the General Requirements may result in the proposal being considered non-responsive.

6.2 Technical Requirements Evaluation

Proposals will be reviewed by the District or its designee to determine how well each Vendor’s proposal compares to the stated Technical Requirements. The District may request further clarification from individual Vendors in the event of incomplete or missing information. Vendors shall respond in writing to any requests for clarification. The District may verify references, request oral presentations, conduct on-site visits and use the results of these actions in preparing a recommendation. In the event that all Vendors do not meet one or more of the Technical Requirements, the District reserves the right to continue the evaluation of the proposals and may select the proposal which most closely meets the requirements specified in this RFP. Failure to meet any of the Technical Requirements may result in the proposal being considered non-responsive.
7.0  Award Process and Contract Negotiation

7.1  Code of Alabama 1975 - Article 2 – Competitive Bid Law – Title 41 Chapter 16 - as amended shall be the ruling source document for award rules and guidelines.

7.2  The award is expected to be granted to the lowest responsible qualified Vendor taking into considering the qualities of the service(s) proposed to be supplied, the Vendor’s conformity with specifications, the purposes for which required, the terms of delivery, transportation charges, growth potential and flexibility to meet changing needs.

7.3  The District may accept the proposal that is, in the sole judgment of the District, most advantageous, even though it may not be the lowest priced proposal.

7.4  The District reserves the right to reject any/or all proposals if the price is deemed excessive.

7.5  The District may deem a proposal non-responsive that is incomplete.

7.6  The District may deem a proposal non-responsive that does not demonstrate the Vendor's ability to provide the required services.

7.7  The District reserves the right to waive minor irregularities in proposals received, after prior notification to the bidder.

7.8  If at any time after the award has been made the lowest responsible bidder notifies the District in writing that the bidder will no longer comply with the terms of the award to provide the goods or services to the District under the terms and conditions of the original award, or the District documents that the lowest responsible bidder defaults under the terms of the original award, the District may terminate the award to the defaulting bidder and make an award to the second lowest responsible bidder for the remainder of the award period without rebidding, provided the award to the second lowest responsible bidder is in all respects made under the terms and conditions contained in the original proposal specifications and is for the same or a lower price than the proposal originally submitted to the District by the second lowest responsible bidder.
8.0 General Requirements

8.1 Qualifications and Experience

8.1.1 Must meet all requirements as set forth in the Alabama State Board of Health, Alabama Department of Public Health Administrative Code, Chapter 420-2-1-.xx, Emergency Medical Services.

8.1.2 Must have the overall capability to provide the services described within this RFP and be able to maintain those services over the life of the contract, which shall be proven and substantiated through technical certifications, mutual aid agreements, maintenance resource capacity and capability, and current customer references.

8.1.3 Must have a successful history in providing the equipment, services and support to similar governmental entities.

8.1.4 Must be licensed to do business in the State of Alabama.

8.1.5 Must be licensed to do business in Talladega County.

8.1.6 Must be licensed to do business in any incorporated area wholly contained in a zone.

8.2 Business History and Financial Data

8.2.1 Business and financial history that demonstrates the ability to provide and maintain services through the life of the contract.

8.3 RFP Response

8.3.1 Must show clear documentation of equipment, services and patient charges.
9.0 Overview

9.1 Term and General Nature of Contract

9.1.1 A Vendor selected by the District will be offered a contract to provide ambulance service pursuant to the terms of its proposal, the RFP and governing law for up to one (1) year with a renewal for up to two (2) additional one-year periods, after an initial 1 year period under the following conditions:

9.1.2 Neither party has given notice of their intent not to renew at least six (6) months before the end of the contract term; and

9.1.3 The Vendor has been in substantial compliance with the terms of the contract as determined by the District, for the most recent period of the contract.


9.2.1 Unless initiated earlier by mutual agreement, this contract shall commence at 12:01 a.m. August 01, 2015 and terminate at midnight August 01, 2016.

9.2.2 Any decision regarding possible renewal of this contract or any extension thereof shall be made at least six (6) months prior to the scheduled termination date, so that if no extension is approved due to termination by either the Vendor or the District, a new proposal process can be conducted on a schedule that will identify the new Vendor at least three (3) months prior to that scheduled termination date.

9.2.3 The purpose of this requirement is to allow reasonable time for both outgoing and incoming Vendors to plan and execute an orderly transition, to allow the district and its new Vendor to adequately advertise, and to allow time for negotiation for new service contracts, mutual-aid agreements, managed-care and transport contracts, and other contracts previously serviced by the outgoing Vendor.

9.2.4 It is understood that unforeseeable factors may affect the future operation of the contract. The factors may include healthcare reform, ambulance-cost factor (i.e. transport costs) and other elements of the economy, which may substantially affect franchise operations. The RFP describes documentation and request processes to allow for consideration of such issues to reflect potential changing cost or revenue climate of this contract.

9.3 Contract Compliance

9.3.1 The principal officer of the Vendor, shall present semi-annual reports on contract standards and compliance to the District. The semi-annual reports shall be in substantially the form as attached hereto as Exhibit I and shall address each item, query, standard and compliance as set forth in the report attached hereto as Exhibit I.
10.0 Scope of Service

10.1 Ambulance Service Area

10.1.1 Talladega County – Exhibit A

10.1.2 Central Zone - City of Talladega and County as marked in Exhibit B

10.1.3 South Zone - City of Sylacauga and County as marked in Exhibit C

10.1.4 North Zone – City of Oxford and County as marked in Exhibit D

10.2 Exceptions to the Service Area

10.2.1 City of Childersburg and area of county as marked in Exhibit E

10.2.2 City of Lincoln as marked in Exhibit F

10.2.3 City of Oxford as marked in Exhibit G

10.3 Response Time Zones and Standards

10.3.1 General

It is the Vendor’s sole responsibility to be familiar with the geographic considerations and applicable time zones. Response times shall be calculated from the moment the ambulance Vendor receives the location of the call and the nature of the call, whether that information is received by voice or automatic data transmission, until the time the Vendor arrives on the scene with a fully equipped and staffed Advanced Life Support (ALS) Unit. Notwithstanding the above a Basic Life Support (BLS) unit shall satisfy this Section in the event that such response involves only non-invasive life support as defined in the Alabama State Board of Health/Alabama Department of Public Health Administrative Code, Chapter 420-2-1. All response times are measured in seconds, not whole minutes. All notification services and times will be provided and documented by Talladega County Central Dispatch.

10.3.1.1 The District is interested in providing prompt, effective ambulance services at a reasonable cost to the customer. Enhanced services above the standard of the RFP, while not encouraged, must include a separated
cost estimate. However, clinical and response-time performance will not be sacrificed for economy.

10.3.2 Requests for Service

10.3.2.1 The Vendor must provide continuous twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year coverage for all Emergency and Non-Emergency requests for service for the term of the contract. Vendor shall determine/classify such call and response thereto as Emergency or Non-Emergency based upon the information provided to and relayed to Vendor by the District. Vendor shall be required to classify as Emergency or Non-Emergency upon dispatch and notification to the District by Vendor that an ambulance is enroute. The Vendor must guarantee on all calls, dispatched by Talladega County Central Dispatch, a response time of twelve (12) minutes in Unincorporated Areas and eight (8) minutes or less in the Incorporated Areas of Sylacauga and/or Talladega on ninety percent (90%) of the Emergency calls and a response time of twenty-four (24) minutes in the Unincorporated Area and sixteen (16) minutes or less in the Incorporated Area of Sylacauga and Talladega on ninety percent (90%) of all Non-Emergency calls. For purposes of RFP, response time does not include the amount of time for the call from 9-1-1 to the respective Vendor responding to such request; provided however, that certain geographically defined areas identified by Vendor and confirmed by the District as being an exception to the above time requirement as set forth in Section 10.5.7 shall not be included for purposes of determining whether Vendor has met the ninety percent (90%) requirement set forth in this paragraph.

10.3.2.2 Each response must be handled in the manner that is safe to the responders, patient, service employees and the community at large. The emergency vehicle shall operate in the confines as defined in 32-5-213 and 32-5A-7 of the Code of Alabama, 1975, as amended. The speed and manner of a services response to the hospital shall be dictated by the patient’s condition.

10.3.3 Dispatch Times

Upon notification of an Emergency call, the Vendor must have a unit or units enroute within three (3) minutes. Upon receipt of a Non-Emergency call, the Vendor must have a unit or units on the way within seven (7) minutes, provided, however, that any agreement with Vendor and any other third party healthcare provider such as a nursing home, hospital or the like as to a mandated response time shall be controlling.
10.3.4 Equipment

Each ambulance vehicle of the Vendor shall have and maintain at all times the equipment mandated by the Alabama Department of Public Health for such vehicles. In addition, each ambulance shall be suitable for the transportation of patients according to industry standards of sanitation and safety.

10.3.5 Inspections

10.3.5.1 Vehicles and Equipment

Any Federal, State or Local regulatory agency may inspect any vehicle that is providing emergency or non-emergency care. These inspections may occur as an announced or unannounced visit and may occur at least semi-annually. Each vehicle’s maintenance record shall be available for inspection at all times. The Vendor shall be required, within twenty-four (24) hours of being notified by the District, the AOC or any representative or designee of the District, to make available for review to the District any and all inspection and maintenance records and/or allow an inspection of the Vendor’s equipment and vehicles by the District or anyone chosen by the District to perform such.

10.3.5.1.1 Vendor shall be required to submit to the AOC or its designee semi-annually any documentation relating to any inspections of any vehicles in Talladega County within such six (6) month period by any Federal, State or local regulatory agency. Vendor shall also be required to submit to the AOC or its designee on a semi-annual basis any and all inspection and maintenance records relating to such six (6) month period.

10.3.5.2 Drivers and EMT Personnel

Each EMS service shall have on file copies of all employees’ Alabama approved vehicle operation course certificate and current Alabama Drivers License. These records shall be readily available for inspection by any Federal, State or local regulatory entities. The Vendor shall be required, within twenty-four (24) hours of being notified by the District or any representative of the District, to make available for review to the District or any agent thereof any and all employees’ Alabama approved vehicle operation course certificates and current Alabama Drivers License.

10.3.5.3 Accounting Records

Each Vendor shall maintain adequate accounting records of all company operations within its respective zone and such records shall be provided to the
District, upon written request to the Vendor by the District within three (3) days from such notice.

10.4 Dispatch Services

Ambulances available for dispatch must acknowledge their availability, dispatch notification, enroute and on-scene time to Talladega County Central Dispatch.

10.5 Penalties

10.5.1 Emergency Calls

For those months that the Vendor fails to respond to ninety percent (90%) of all Emergency calls within the time period specified in the standards, the Vendor will review their response plan to determine the causes of non-compliance and report such to the AOC. For those months that the Vendor fails to meet the ninety percent (90%) requirement, they will be assessed a penalty of $200.00 for each one-tenth of a percentage point less than ninety percent (90%). Any geographically defined area which complies with the procedure and requirements set forth in Section 10.5.7 below shall not be taken into account for purposes of determining whether Vendor fails to meet the ninety percent (90%) requirement or the maximum response time of twelve (12) minutes in the Unincorporated Area and eight (8) minutes in the Incorporated Area of Sylacauga and Talladega.

10.5.1.1 For Contract monitoring purpose each zone shall have a maximum response time of twelve (12) minutes in the Unincorporated Area and eight (8) minutes in the Incorporated Area of Sylacauga and Talladega. For every Emergency call where the ambulance fails to arrive within the maximum specified time, the penalty will be $200.00 per excess minute. Calls referred to another agency will be included as part of the response-time requirements. Notwithstanding anything contained herein to the contrary, in the event that a Vendor meets the ninety percent (90%) requirement for compliance in any given month, then no penalty will be assessed for any Emergency call during such month in which the Vendor failed to arrive within the maximum specified time. No penalty of $200.00 shall apply to any Emergency call that is within any geographically defined area pursuant to and as determined under Section 10.5.7.

10.5.2 Non-Emergency Calls

The fines and penalties applicable to Vendors for Emergency calls as set forth in this RFP shall also be applicable to Vendors for Non-Emergency calls.
10.5.3 Breakdowns

Response-time calculations for determination of compliance and any penalties will be as follows:

10.5.3.1 Multiple Units / Break Downs

If multiple units are responding, then the additional unit’s time is measured from the time the additional unit is requested until it arrives on scene. If a unit breaks down at the scene, the response time is measured from when the additional unit is requested until it arrives. If a unit breaks down en route to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives. If a unit breaks down on the way to the hospital with a patient loaded, the fine will be up to $500.00. The District when considering the application of a fine for ambulance breakdown will consider the vehicle maintenance records and may dismiss the fine based upon situations beyond the operator’s control such as wrecks, vehicle manufacturer recalls or unknown problem areas.

Vendor shall be obligated to report directly to the AOC any breakdowns of vehicles within seven (7) days of the occurrence of such breakdown. Failure to notify the AOC shall result in a penalty against the Vendor in the amount of $1,200.00 which is payable to the District. An additional penalty of $1,200.00 shall apply for every seven (7) day period in which the District is not notified by Vendor from the date of such breakdown until reported to the District by Vendor.

10.5.4 Waiver of Penalties / Grievances

The District reserves the right to individually exclude calls from the response-time or percentage calculations of penalties requirements set above. Such waiver may be granted for individual calls that do not fall within a geographically defined exception area that has been granted pursuant to Section 10.5.7 hereof. No exception for an individual call may be granted for any call that is within a geographic area that the Vendor has been denied an exception in such area as a geographically defined exception area pursuant to Section 10.5.7 herein. On any one call, violations of the dispatch performance standard listed above will serve to limit such waivers. Failure to meet the overall dispatch-performance standard will result in a penalty of $200.00 for each one-tenth of a percentage point less than ninety percent (90%). The response time of calls to areas that are inaccessible from the normal posting locations within the performance standard are appealable. The Vendor must specify in their proposal those exceptions for which an automatic exception is requested, if any. In addition, The District reserves the right to waive response-time penalties during the Initial Coverage Plan phase (first 3 months). Vendors shall specifically request such a waiver for consideration in the
written Initial Coverage Plan, as detailed later in this RFP. A grievance procedure on penalty assessments will be developed prior to contract initiation.

10.5.4.1 The District has identified certain circumstances, which if applicable to a specific call, may be grounds for granting an exception for such respective call. Such list is not inclusive, and the District may grant an exception for a particular call even if none of the circumstances set forth below exist. The following circumstances may justify the District granting an exception:

10.5.4.1.1 Waiting on law enforcement or Fire Department (i.e., stand by or staging)

10.5.4.1.2 Train blocks normal route

10.5.4.1.3 Unit is dispatched to wrong address

10.5.4.1.4 Such other reasons or circumstances which are deemed sufficient to waive the response time penalties hereunder.

10.5.4.1.5 If the dispatch/enroute time was well over the time set forth in Section 10.3.3 and that lead to an arrival time being over the above set forth maximum response times for the Incorporated and Unincorporated Area(s), then such circumstances shall strongly weigh against a requested exception being granted.

10.5.5 Other Response-Time Issues

Vendor will not be held responsible for response time performance on a response outside Talladega County. However, Vendor shall use their best efforts in responding to mutual-aid calls outside of Talladega County.

10.5.5.1 The response time established is expressed in terms of the maximum allowable for the response time zones. The Vendor shall provide services within each zone not to exceed these maximum allowable response times.

10.5.5.2 At-scene times shall be established from Talladega County Central Dispatch date or radio transmission identifying the scene time as the radio time will be the primary source of identification for any times. If no at-scene time is reported, the call will be counted as late for purposes of ninety percent (90%) on-time standard and subject to the compliance percentage applicable. Penalties for willfully falsifying at-scene times by the Vendor will be $1,200.00 for each incident. Any penalty assessed by the District shall be paid to the District who is solely responsible for the allocation and use of the penalty funds.
The following table summarizes fines and penalties listed in this RFP.

<table>
<thead>
<tr>
<th>Category</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Percentage response below standard</td>
<td>$200 / tenth of percentage point</td>
</tr>
<tr>
<td>2. Maximum response time</td>
<td>$200 / excess minute (maximum $600 / call)</td>
</tr>
<tr>
<td>3. Willfully falsifying response data by Vendor and /or failing to report breakdown of unit with patient</td>
<td>$1,200</td>
</tr>
<tr>
<td>4. Breakdown of unit with patient</td>
<td>Up to $500</td>
</tr>
<tr>
<td>5. Failure to submit monthly data regarding dispatched calls, response times and similar information required by Section 10.5.8 hereof.</td>
<td>$500.00 per monthly violation</td>
</tr>
</tbody>
</table>

10.5.6 Response Time Map Changes

The District may make amendments to the response-time map areas provided that no response-time maps amendments shall be made without giving written notice and an opportunity for consultation to the Vendor.

10.5.7 Geographically Defined Exception

An exception to the response times set forth above shall be made to any geographically defined and identified area such as a street, neighborhood, mobile home community or the like which is determined to be difficult or impossible to meet the above set forth minimum response times due to any of the following reasons or conditions:

10.5.7.1 Such street, neighborhood, mobile home community, area, or the like is at a far distance of travel time from the City landmark identified for the respective zone for which Vendor is awarded and providing ambulance services. The City landmark for the South zone shall be the City Hall building in Sylacauga, Alabama and in the Central zone shall be the Courthouse Square in the City of Talladega, Alabama. In the event that the Vendor who is awarded the contract for ambulance services in the North Zone is also awarded the contract for ambulance services in the central zone, then the City Landmark for the North Zone is also awarded the contract for ambulance services in the Central Zone, then the City Landmark for the North Zone shall be the Courthouse Square in the City of Talladega. In the event that the ambulance services contract is awarded to a Vendor who was not awarded the Central Zone ambulance services contract, then the City Landmark for the North Zone shall be the Town Hall building in the Town of Munford, Alabama.
10.5.7.2 That in order for Vendor to meet the above set forth response times that Vendor’s ambulance would have to exceed safe and reasonable speeds of arrival to the scene. It is presumed that any area which is in excess of a 15-mile radius from City Landmark from such Vendor’s awarded zone shall be eligible to be considered a geographically defined area, but such presumption is rebuttable.

10.5.7.3 Such street, neighborhood, mobile home community, area or the like is in an area which it is difficult or time consuming to ascertain the location due to address issues such as difficulty in ascertaining the address in troublesome areas, including, but not limited to, mobile communities in which each residence is not clearly identifiable upon entering such area or community, streets or areas with confirmed address identification problems and the like. Vendor shall be required to independently investigate and identify all addresses within the requested area to confirm all addresses which are clearly marked and identified and all addresses which are not clearly marked and identified and to create a map or sketch setting forth such information to be submitted with Vendor’s request that a geographically defined exception be approved and created by the District.

10.5.7.4 Areas of difficult terrain which have been identified by Vendor and confirmed by the District to pose a substantial problem for safe and timely arrival on scene within the maximum response times set forth above.

10.5.7.4.1 Any area which due to natural disasters such as tornadoes and winds in excess of 50 miles per hour make it unsafe for any travel by any ambulance of Vendor. For purposes of determining wind speed, such speed as documented by the National Weather Service or other trusted meteorological source may be relied upon to establish said speed. This exception may be granted but not in a prospective capacity unless such area received considerable damage which makes travel or passage subsequent to and after the tornadoes and/or excessive winds have ceased by any ambulance impossible or difficult.

10.5.7.5 In order for any street, neighborhood, mobile home community, area or the like to be considered a geographically defined area and exempt from being considered in determining whether Vendor has failed to meet ninety percent (90%) requirement above or maximum response time requirements, the Vendor must clearly identify such area in writing and set forth any and all reasons that an exception should be granted and provide evidence supporting
and confirming the set forth reasons, including any and all evidence, which should include a summary of the distance to the set forth area, the average response time based on at least a sample size of 5 responses, and a detailed explanation of any address identification issues or such other evidence which justifies that an exception be granted. The Vendor shall also provide a request for the amount of time in which the maximum response time should be extended and any documentation or evidence to support such requested extension for that requested area.

10.5.7.6 Unless otherwise determined in writing by the District, no area shall be considered a geographically defined exception. Upon determination by the District that an exception is due to be granted, which may be made by the Ambulance Oversight Committee without approval of the Board of Commissioners of the District, then the District shall determine what the minimum response time shall be for purposes of determining whether any penalty should be assessed, at the discretion of the District, at $200.00 per excess minute until arrival on scene in such area in which an exception has been granted and at $200.00 for each one-tenth of a percentage point less than ninety percent (90%) compliance in such geographic area in which an exception has been granted. In the event that the District does not affirmatively state in writing the new maximum response time for such area, an additional three (3) minutes shall be added to the maximum response time for such area in which an exception has been granted.

10.5.8 Vendor shall be required to submit to the District, AOC or its designee on a monthly basis, on or before the 15th of each month, all data and information pertaining to all calls dispatched by 9-1-1 to Vendor for prior month, including time of dispatch, location, arrival time and such other information necessary to determine if Vendor has met or failed to meet response times for each dispatched call responded to by the Vendor for the prior month. Vendor shall not be liable for the first $500.00 monthly penalty for failure to submit such information in any twelve (12) month period under the ambulance service contract beginning on August 1 of each year and ending on July 31 of each year; provided, however, any failure to submit such monthly information for a second time during any above set forth twelve (12) month period shall result in the imposition of such $500.00 monthly fine for each subsequent occurrence in such twelve (12) month period. In order for Vendor to prepare and submit on a monthly basis the data and information pertaining to all dispatched calls by 9-1-1 the District must supply such information to Vendor, which the District attempts to provide on or before the 5th of each month. Vendor shall not be held liable or be deemed to fail to submit the monthly data and information if the District’s delay to provide information results in the Vendor being unable to
provide such on or before the 15th of each month so long as Vendor provides the information to the District within ten (10) days from receipt of the information and documentation from the District. In the event that Vendor fails to submit the requested information and documentation to the District within 10 days of receipt of the information from the District, regardless of whether the District provides the information to Vendor on or before the 5th of such month, Vendor shall be considered to have failed to provide such information on a timely basis and subject to the failure to submit penalty as described above.

The monthly report required to be submitted by Vendor shall, at a minimum, specifically address and provide a report on all items and reporting requirements as set forth in the monthly form report attached hereto as Exhibit H.

10.5.9 For purposes of determining whether a Vendor meets the ninety percent (90%) on time response standard or the maximum response time for any given call originally dispatched to Vendor, all calls which are dispatched to Vendor by the District and originates in a zone in which Vendor has been awarded the contract pursuant to this Request for Proposal but are rolled to another ambulance provider by Vendor or covered by another ambulance provider at the request of the Vendor, the response time of said third party ambulance provider shall be treated as the response time of Vendor and shall be taken into account to determine if Vendor has met the ninety percent (90%) response time standard and maximum response time standard. The Vendor shall be required to report to the District on a monthly basis all calls in which Vendor has rolled to or had a third party ambulance provider respond on its behalf and the District by and through the Ambulance Oversight Committee, shall review such “rolled” calls to determine if the “rolling” of such call by Vendor was appropriate and justified under the circumstances. In the event that the Ambulance Oversight Committee determines that Vendor has unjustifiably rolled more than one (1) call in any one (1) month period beginning on the first of each month, then such may be considered a breach hereunder and under the Ambulance Service Contract and the AOC may recommend or request the District to determine whether Ambulance Service Contract should be terminated due to such breach, or if Vendor should be imposed a penalty or fine not to exceed $500.00 for each occurrence.

10.5.9.1 The District, by and through the AOC, plans to establish policies, procedures, safe harbor exceptions and the like during the term of the ambulance service contract to be awarded hereunder as any issues with “rolled” calls may develop to address any grievances, requests for exceptions/exemptions as to any “rolled” calls and such other requests by Vendor. The District recognizes that certain events might necessitate that dispatched calls be “rolled” to another third party provider and the following
events or circumstances, which is not interested to be all inclusive, shall be considered safe harbor exceptions and not subject to violation or penalty if a dispatched call is rolled to another provider due to such events or circumstances:

10.5.9.1.1 Floods, tornadoes, and other uncontrollable natural disasters and acts of god.

10.5.9.1.2 Multiple vehicle accidents or other accidents or events which necessitate that Vendor dispatch several ambulance units to the same location or simultaneously to different locations.

10.5.9.1.3 Any sizeable fire, explosion, mass shooting or event in which multiple and life threatening or serious injuries have occurred which requires Vendor to send more than one ambulance unit to the scene or location.

10.5.9.1.4 Extremely high volume of dispatched calls on which Vendor is responding during the time at which Vendor rolls such call to a third party provider, such number of calls being responded to by Vendor being substantially in excess of available units adequate in number to respond to typical call volume. Typical call volume may be established based on historical data of Vendor in the Zone awarded to Vendor over a period of time, which may include historical data compiled under any prior ambulance service contract awarded to said Vendor, if any.

10.5.10 Corrective or Disciplinary Action

If any Vendor fails to meet the standards established by this contract, the violating service and the nature of the violation shall be reported to the District for corrective and/or disciplinary action which shall include the possible suspension, termination or revocation of any previously granted contracts, certificates, or licenses issued by the District. Any corrective and/or disciplinary action for failure to meet the standards established by this contract shall be imposed solely within the discretion of the District.

10.5.11 Accidents Occurring in the Presence of Ambulance

In the event that an accident or other traumatic event should occur in the presence of an ambulance service governed by this article and where the witnessing ambulance is
not from the service designated by the District to receive calls at such location/zone at the time of the incident, the ambulance service in question may:

10.5.11.1 Stop and initiate patient care for any individuals in need of medical assistance; and

10.5.11.2 Evaluate the severity of any and all injuries at the scene of the incident and provide notice to Talladega County Central Dispatch of the nature and severity of those injuries; and

10.5.11.3 In the event that there are no life threatening injuries at the scene, the witnessing service shall turn over the patient for transport to the service authorized to receive the calls upon the arrival of a vehicle from the service. In the event that there are critically injured persons at the scene of the incident, the witnessing service shall transport such critically injured patients as soon as practicable under the circumstances and shall not wait for the designated ambulance service to arrive.

10.5.12 Computer Based 9-1-1 Systems

All ambulance services shall have at their dispatch location a computer based 9-1-1 system for receiving calls from Talladega County Central Dispatch.

10.5.13 Operations Office

To ensure adequate service and to allow patients transported to have a local office to obtain records and discuss billing concerns, all ambulance services shall have a main operations office, to include administrative and dispatch services, located within the city limits of at least one zone in which such Vendor is providing services pursuant to this RFP; the administrative office(s) shall be open during normal business hours Monday-Friday. The dispatch office(s) shall be open and operated twenty-four (24) hours a day, seven (7) days a week three hundred sixty-five (365) days a year. The dispatch office shall provide to the district all requested emergency and non-emergency calls for services to include recordings. The requests for calls for service and recordings shall be delivered in a common format and certified as unaltered. The provider of EMS services may contract with the District for dispatch services.

10.5.14 Emergency Operation Plan

All EMS services shall be an active participant in the Talladega County Emergency Operation Plan to ensure emergency medical response to Talladega County and all the cities and towns located therein, in the event of a disaster.
10.5.15 EMS off-line Medical Director

The Vendor must have a designated EMS off-line Medical Director to provide EMT supervision, medical direction, and oversight to the medication components of the ambulance service. The Vendor will be responsible for adhering to the EMS off-line Medical Director's policies and participating in the audit process. The Medical Director shall serve as the physician supervisor of record for all pre-hospital EMS transport in Talladega County provided under the contract awarded by this RFP process. The off-line Medical Director must meet the requirements of the ADPH, OEMS&T.

10.5.16 Mutual Aid and Response

The Vendor agrees to respond to all notifications by Talladega County Central Dispatch to the service area. Should the delivery of mutual-aid services to a neighboring jurisdiction become excessive (e.g., in excess of one percent of the calls for that region absent a written agreement for that level of mutual aid), indicating a routine heavy reliance on the Vendor’s resources for calls, the Vendor shall inform the AOC. The AOC will then assess the situation and take appropriate steps as necessary to rectify the inequity in so far as the District has power and legal authority to do so.

10.5.17 Equalization of Response Zones

The Vendor and the AOC shall monitor the response times. If the Vendor or the AOC determines calls in any zone are not responded to in the required time frames in any two (2) consecutive months (or four (4) months of a twelve (12)-month period), the Vendor shall be required to make appropriate adjustments to the response plan to rectify the problem.

10.5.18 Staffing Requirements

Responses to ninety-five percent (95%) of all Emergency calls, within the contract area, shall be handled by a paramedic-level (EMT-P) ambulance. Staffing of each paramedic-level ambulance shall be at a minimum of one EMT-B per unit and a paramedic. The AOC is responsible for consideration of any personnel issue resulting from an interaction between the Vendor’s personnel and a customer inclusive of: patients, other responders, general public, hospital personnel, and any other affected parties. A plan is to be submitted which will demonstrate how the Vendor will carry out any recommendation concerning personnel issues as recommended by the AOC.

10.5.19 Driver Training Requirements

All ambulance personnel, within twenty-four (24) months, must complete a minimum of a sixteen (16)-hour Emergency Vehicle Operations Course and or equivalent approved by ADPH. A refresher course must be repeated for a minimum of four (4) hours every two (2) years.
10.5.20  Dispatch Requirements

The Central Dispatch at the Talladega County 9-1-1 Center will handle services for initial requests, notification and dispatching of Vendor (if contracted) and first-responder services. A copy of the Dispatch Agreement under which the District shall undertake dispatching responsibilities for Vendor is attached hereto as Exhibit G for convenience of the Vendor. District shall provide dispatching services for Vendor pursuant to the terms of the attached Dispatching Agreement from August 1, 2015 through July 31, 2016 for eighty thousand dollars ($80,000.00). A yearly cost of living and inflation adjustment of no more than three (3) percent may be applied for each renewal period of the contract term beginning on August 1, 2016. The District is under no duty or obligation to first consult with any Vendor who contracts with the District to provide dispatch services for any annual increase if such increase in costs for dispatching services is not greater than three percent (3%) of the dispatching cost charged by the District for the preceding twelve (12) month period beginning on August 1st. In the event that one or more zones are awarded to same Vendor, then District reserves the right to adjust the yearly cost to provide dispatch services for one or more zones. The District recognizes that the North Zone is much smaller in geographic size than the other zones and that such zone has traditionally had much fewer response calls and therefore the above rates may be adjusted for the North zone.

10.5.21  Vehicle and Equipment Requirements

Vendors shall define and defend the minimum number of ambulance vehicles believed to be necessary to fulfill this contract. Vehicles to be initially used by the Vendor shall be listed by year, type, and mileage. Each vehicle must meet Federal KKK-A-1822E standards or equivalent, at the time of original manufacture.

10.5.21.1  Each vehicle should have preventative maintenance records, as well as adhere to an approved preventative maintenance program. The maintenance program shall be submitted with the RFP response. Each vehicle shall meet ambulance equipment standards of the State of Alabama. Vendors shall provide all of their own restocking of drugs, expendables and describe their proposed turnaround time for restocking a vehicle after calls. A plan to provide such to be submitted.
10.5.22 Data Collections and Evaluation Requirements

The Vendor shall be required to complete all forms and data reports required by Federal, State and Local regulatory agencies to include field-assessment forms, and standardized data.

10.5.23 Communications Requirements

The current radio system approved by the District is the 800 MHz Motorola 7.14 Astro P25 Trunking System. The Vendor shall assure that each ambulance unit within Talladega County shall be equipped with appropriate emergency communication and alerting devices as specified by the District. The standard emergency vehicle shall include the ability to communicate at all times and locations with Talladega County Central Dispatch, with their control hospital, ATCC, other hospitals, fire responders and public safety agencies. Appropriate and professional radio communications are expected of all personnel.

10.5.23.1 It is understood that the rural nature of portions of Talladega County makes radio communications limited in some locations and the Vendor shall provide a plan for such incidents.

10.5.23.2 The Vendor shall provide a plan on personnel education for all Talladega County roads within or entering into any respective zone in which they are awarded the contract and for hospitals traditionally transported from such respective zone. The Vendor shall also provide a plan on personnel education and alternative routes for any identified impediment to travel, road construction, road detours and the like which develop or become an issue within any zone Vendor is awarded the contract for ambulance services pursuant to this RFP. It is the plan and intent of the District to identify and correct addressing issues upon investigation and presentation of such addressing issues to the District by the Vendor so that Vendor can educate its employees regarding such issues and develop a plan to alleviate such issues. The District may implement AVL in the future and will notify Vendor before any AVL project is engaged. The Vendor shall provide a plan in which they too will implement compatible devices in all their vehicles operating in Talladega County within sixty (60) days of the District’s project completion.

10.5.23.3 The District shall provide to any Vendor awarded a contract for ambulance services pursuant to this RFP a mobile 800 MHZ radio for each ambulance unit of such Vendor used in such respective zone(s) awarded to Vendor. The District shall install such radio units at no cost to Vendor and shall also be responsible for any user fee associated with such radios installed.
District shall not be responsible or obligated to incur any expenses other than the initial installation of radio units at the commencement of the Contract term of the ambulance service agreement entered into by the District and Vendors awarded such contract and monthly user fees associated therewith. Any re-installation, maintenance, or any other expenses relating to such mobile 800 MHZ radio shall be the responsibility of the Vendors awarded a contract pursuant to this RFP. In the event that Vendor already has installed a mobile 800 MHZ radios in its ambulance units, then District shall pay the user fees for such radios.

10.5.23.4 Vendor shall be required to maintain such mobile 800 MHZ radio in each ambulance providing services pursuant to this RFP and must certify to such requirement in its response to this RFP. In the event of termination or expiration of the ambulance service contract between District and/or Vendor, Vendor shall be required to return such radios to District and District shall no longer be required to pay such user fees.

10.5.24 Multi-Casualty Response

The Vendor shall be required to develop a mechanism for immediate recall of staff for units during multi-casualty incidents (MCI), times of peak overload, or widespread disaster situations. This plan should include the ability of the Vendor to page and alert off-duty personnel. Vendor shall be familiar with the EAEMS MCI plan and its responsibility under it.

10.5.25 Financial Requirements

The District expects Vendors to establish, in their responses to the RFP, that Vendors have a firm commitment to maintain:

10.5.25.1 Sufficient financial capacity to commence all services listed in the RFP on or before August 01, 2015 and,

10.5.25.2 Sufficient financial resources to maintain all services for at least the primary contract period of one year.

10.5.25.3 It is incumbent upon the Vendor to include sufficient information within the proposal package to allow reviewers to determine that the Vendor:

10.5.25.3.1 Understands and documents all costs associated with the contracts

10.5.25.3.2 Has documented and supported all revenue resources, and;
10.5.25.3.3 Has fully described and documented all sponsoring agency commitments to maintain financial support (if any) for the term of the contract.

10.5.25.4 Documents as required in this RFP are intended to assist with the determination as to whether Vendor has sufficient financial resources to maintain all services for at the primary contract period. Failure to provide these documents, in detail or at the level of documentation required, and to meet the levels of independent verification of financial information requested, will reduce the credibility of the proposal and may result in disqualification or non-selection.

10.5.25.5 In addition to the financial documentation discussed, the District is requiring the submission of a financial plan to allow the District to operate the contract for up to a six (6)-month period should a default and takeover occur. Any legal limitation or inability to meet the District standards must be explored by potential Vendors and disclosed in the Vendors’ letter of intent.

10.5.25.6 Upon award of a contract, the Vendor shall charge only the charges authorized. Adjustment to the charges may be authorized by the District in its discretion upon request of any Vendor based on changes in either the applicable Consumer Price Index or such other index approved by the District. No rate adjustment will be considered for the first year.

10.5.25.7 The District must approve all other changes to the rate structure through the AOC based on substantial documentation of need.

10.5.25.8 Vendors may be allowed alternatives to traditional fee-for-service arrangement on a case-by-case basis as long as the Vendor is not shifting additional costs to other patients or their payers. Any form of captivation agreement with managed care organization must demonstrate to the District satisfaction that the rates are calculated on a basis that is consistent with reimbursement from other third party payors in the area. No alternative pricing proposals will be allowed for the first six (6) months of the contracts.

10.5.26 Other Requirements

10.5.26.1 “Move Up and Cover” Requirements

The Vendor shall agree to respond in a “move up and cover” capacity, if so directed by Talladega County Central Dispatch because of unusual situations (MCI, Floods, and Weather Emergencies)
10.5.26.2 Regional MDAP and Policy Requirements

Vendor must comply with the provisions as specified in the EAEMS MDAP approved by the State Committee of Public Health. This plan, the RFP itself, coupled with the State of Alabama’s EMS policy and procedures and other governing law defines the policy requirements of this contract. The Vendor must carry all drugs as authorized by the ADPH/OEMS&T.

10.5.26.3 Emergency Response Provider Training and Coordination

Emergency Response Provider agencies are an integral part of a quality EMS system and the Vendor will be expected to document their experience and future program to coordinate with Emergency Response Provider agencies. The Vendor must demonstrate their ability to integrate their service with Emergency Response Providers. Regular training programs provided by the Vendor and scheduled coordination meetings with these agencies are required. Based on this assessment and approval by the District of a training plan, training programs must be provided and must orient to the needs assessment and be directed towards assisting Emergency Response Providers in meeting medical continuing education standards. Vendor must agree to participate in training on multi-casualty incidents (MCI). All training shall be consistent with EAEMS medical control policies. Specific plans with regards to coordination and training must be provided in the response to the RFP.

10.5.26.4 Implementation Schedule and Requirements

The Vendor must be able to meet all minimum requirements of this RFP and do so within deadlines established.

10.5.26.5 Supervision Requirement

Vendor will be responsible for an organized field supervisory personnel (e.g. field training officers, field supervisors) system to include a formal evaluation of all field personnel at least once every six (6) months. The supervisory personnel shall be in sufficient numbers to provide field evaluation and job supervision.

10.5.26.5.1 Vendor shall provide, at a minimum, one (1) field Supervisor available in Talladega County twenty-four (24) hours a day (this individual may be an active crewmember) for each zone. The supervisor shall be dedicated solely to Talladega County and shall act as a liaison to Talladega County Central Dispatch and related public safety agencies. In the event that a Vendor is operating pursuant to this RFP in more than one zone, then Vendor must designate a representative or assistant to the field supervisor for each such zone Vendor operates.
10.5.26.5.2 Typical duties shall include, but not be limited to, automatic response to:

10.5.26.5.2.1 Incidents requiring two (2) or more ALS-unit response;

10.5.26.5.2.2 Multi-casualty or disaster incidents;

10.5.26.5.2.3 Hazardous materials incidents involving patient care; and

10.5.26.5.2.4 Life-threatening incidents in immediate areas of supervisor at time of dispatch

10.5.26.6 Safety and Risk Program

Vendors shall provide a safety and risk management program which shall at a minimum include:

10.5.26.6.1 A safety manual that inspires compliance with OSHA requirements.

10.5.26.6.2 An orientation program that instructs all new employees in safety practices and will prepare the employees in safety practices and will prepare the employees to avoid risk; protect them from danger; and preserve them from loss.

10.5.26.6.3 A training program for all managers and supervisors to insure that they can properly instruct the employees in safety programs and to properly investigate all safety incidents.

10.5.26.6.4 A person must be responsible for the safety and risk program and they must have received formal training on risk and loss issues.

10.5.26.6.5 The safety and risk program starts in the employment application phase and must include the following:

10.5.26.6.5.1 An employment physical exam; and

10.5.26.6.5.2 Physical capacities evaluation

10.5.26.6.6 A driver-safety program that meets or exceeds any state requirements.

10.5.26.6.7 A continuing education program for all employees on safety and health issues that is scheduled no less than quarterly.
10.5.26.8 A safety committee that meets monthly, involves no less than four employees, and is representative of all departments.

10.5.26.7 Support to Search and Rescue and Fire Responses

The Vendor shall agree to provide support and respond to Law Enforcement and Fire Service requests for search and rescue (SAR) assistance on medical issues. Vendor will respond to their response area with a fully staffed ambulance to each working fire in the county as requested by Talladega County Central Dispatch, and the ambulance should be considered available to respond to other Emergency calls as requested by Talladega County Central Dispatch.

10.5.26.8 Public Information/Education Component

At a minimum, the Vendor shall prepare and implement an EMS public information, education and prevention plan for Talladega County in partnership with the District. Vendor shall specify the plans components but must include: appropriate access to EMS, prevention, recognition and response to heart attacks and strokes, and injury prevention programs. The plan must be provided in the Vendor’s response to this RFP and demonstrate coordination with programs of Emergency Response Providers and shall be coordinated with East Alabama Emergency Medical Services.

10.5.26.9 Hazardous Material Incident and NIMS Compliance Education

Vendors should provide employees a minimum of four (4) hours annually of continuing education curriculum specifically dealing with hazardous material response and treatment protocols. Vendors shall stipulate in their proposals a plan for all EMTs to meet the First Responder Awareness level as defined in National Fire Protection Association (NFPA) 472 “Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents,” as well as the Level I competencies as defined in NFPA 473, “Standard For Competencies for EMS Personnel Responding to Hazardous Material/Weapons of Mass Destruction Incidents.” In addition, all EMTs should receive at least four (4) hours refresher training annually to maintain these competencies. Vendor will participate in multi-agency hazardous material drills and local hospitals as required by the District. Documentation of such training and drills shall be submitted to the AOC quarterly. All personnel of the Vendor must be NIMS compliant based on the most current requirements. A plan is to be submitted by the Vendor for this educational and monitoring requirement.

10.5.26.10 System Requirements

The Vendor will agree to participate in EMS system components required for effective delivery of emergency medical care. Such requirements include EMT-
Intermediate, Paramedic, disaster drills, continuing education programs, even if they are not employees of Vendor. Vendor shall establish reasonable standards for ride-alongs and other EMS system training opportunities. Additionally, the Vendor shall provide specific plans for “move up and cover” and multi-casualty response and other training.

10.5.26.11 Air Ambulance Services

Vendor is expected to coordinate with any licensed and approved provider of air ambulance services. A plan is to be provided which is deemed sufficient by the AOC.

10.5.26.12 Subcontracts/Legal Entity

A single Vendor per zone(s) (may be consortium) is required for this agreement. The RFP response may propose a subcontract with another provider(s), subject to AOC approval and limited to:

10.5.26.12.1 Billing;

10.5.26.12.2 Vehicle maintenance;

10.5.26.13 The Vendor and each sub Vendor shall provide complete financial records as stipulated in this RFP. The Vendor and each sub Vendor shall also remain fully responsible and liable for all actions as they relate to this contract, full responsibility and liability of a Vendor and each of its sub-Vendor(s) shall be joint and several for all actions as they relate to this contract.

10.5.26.14 The Vendor must be a single legal entity licensed to conduct business in the State of Alabama. The Vendor shall be formed as a partnership of legal entities, as corporation in which other legal entities are shareholders, or as an intergovernmental entity.

All subcontracts shall be approved by the District.

10.5.26.15 Performance Guarantee, Charges, History, Inspection

10.5.26.15.1 Vendor must as a part of the proposal provide a plan which assures the District of continued ambulance service should the Vendor fail due to financial occurrences or that the Vendor is unable to meet the contract requirements. Vendors may use ($300,000.00) performance bond, lock box-escrow funds, three-way equipment lease, or any alternative, which guarantees the continuance of ambulance service in the event of Vendor failure at no additional cost to the District for a period of up to six (6) months. In the event that a Vendor is not
operating pursuant to the RFP in all three zones designated herein, then the following performance bonds amounts shall be required for each respective zone:

<table>
<thead>
<tr>
<th>Zone</th>
<th>Bond Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Zone</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>Southern Zone</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>Northern Zone</td>
<td>$150,000.00</td>
</tr>
</tbody>
</table>

**10.5.26.15.2** The bond amounts applicable to each respective zone shall be reviewed Quarterly during the first year and are subject to adjustment by the District.

**10.5.26.15.3** Vendors must include listing of all proposed charges. Charges as agreed to in the contract will be reviewed annually by the District. The contract will allow for automatic rate increase based on any index, approved by the District should this be proposed.

**10.5.26.15.4** Proposal must include a history of the operation of the Vendor to include, corporation or any such legal entity. History must include financial data for the last two years as well as a listing of all complaints and the disposition of those complaints.

**10.5.26.15.5** ADPH/OEMS&T inspection and current good standing for each ambulance in service will be considered as meeting contract requirements, except in the event that any ambulance arrives at the scene with insufficient equipment as required by ADPH Rules to treat patient. Insufficient or inoperable equipment will be treated as a fineable offense. Determination of insufficient equipment will be based on field provider or hospital complaints. Provider must also provide a plan to meet the needs of transfer of ventilator patients. Plan **must** include a ventilator exchange arrangement with the hospital.

**10.5.27**

Vendor shall be required to submit with its application in response to this RFP executed and binding mutual aid agreements which ensure that Vendor is able to fully meet its obligations under this RFP in any and all circumstances, including but not limited to high call or response volumes and calls or responses for services not initiated by or through the District pursuant to this RFP such as requests for services from hospitals, nursing homes, doctors offices, and other healthcare providers. Such Mutual Aid Agreements must be accepted and approved by the District and/or AOC.
11.0 Ambulance Oversight Committee

11.1 Purpose

The Ambulance Oversight Committee is responsible for the day-to-day oversight and review of the Incorporated Areas and Unincorporated Areas of Talladega County, Alabama in the ambulance contract and its standards of performance for all dispatched calls received by the District for ambulance services within such areas. Any ambulance complaints raised concerning the ambulance contract or ambulance Vendor are the responsibility of the AOC. The AOC is appointed by and is solely responsible to the District.

11.1.1 AOC is authorized and approved by the District, to evaluate proposals submitted by any Vendor in response to this RFP and to make recommendations to the District based on such evaluations. The District and/or the AOC will perform the evaluations as described and set forth in Section 6 of this RFP.

11.1.2 The AOC is authorized by the District to determine or declare a proposal as non-responsive which is incomplete pursuant to Section 7.5 of this RFP.

11.2 Meetings/Report

The AOC will meet periodically to review all performance standards. A quarterly report will be prepared for the District. The report will contain current status of the contract standards and recommendations for action.

11.3 Members

The District shall have the right and the obligations to change, add, or delete members of the AOC. In addition, the AOC shall appoint the Chair/Facilitator who will serve as a non-voting member and may be from the existing AOC membership or from another area. The Chair/Facilitator appointed by the AOC shall be allowed to vote only in such instances when a vote is tied and the vote of said Chair/Facilitator is needed to decide such tie vote.
12.0 CALLS/ RESPONSES IN UNINCORPORATED AREAS

12.1 Any Vendor and any other ambulance service provider which provides ambulance services in any Unincorporated Area shall be required to satisfy and adhere to the standards of care, rules or restrictions as set forth in this RFP or as subsequently approved by the District upon consideration of any recommendations made by the AOC as to Non-Emergency calls/responses. Ambulance service providers which are not awarded a contract for ambulance services by the District but are providing ambulance services in any Unincorporated Area in Talladega County shall be required to adhere to the standards, rules and provisions set forth in Section 10 of this RFP to the extent applicable.

12.2 The Standards of Care set forth in this RFP shall be applicable for all Emergency and non-Emergency calls in any Unincorporated Area, regardless of whether such Unincorporated Area falls within the police jurisdiction of any Exempted Incorporated Area, such as the City of Childersburg, Lincoln or Oxford. All Exempt Incorporated Areas shall be required to satisfy and adhere to the Standards of Care set forth in this RFP in any Unincorporated Area not within the Incorporated Area of such respective Exempt Incorporated Area.

12.3 To ensure compliance of such Standards of Care in Unincorporated Areas in which any municipality or Exempted Incorporated Area has or will provide service in the future, the AOC would monitor such calls and responses in the Unincorporated Area to determine if such standards as set forth in this RFP are being satisfied. In the Event that such standards are not met, then the AOC would report such deficiencies/items of noncompliance to the governing body of such municipality. Upon the occurrence of any municipality failing to meet the Standards of Care set forth in this RFP for at least three consecutive months or for three out of the last four months, then the District, upon recommendation by the AOC, may turn the responsibility of responding to such Emergency and Non-Emergency calls/responses over to one or more of the Vendors awarded a contract pursuant to this RFP which are in compliance with and meeting the Standards of Care as set forth in this RFP.

12.4 All Vendors shall be required to certify in its respective response to this RFP that such Vendor shall accept and respond to all Non-Emergency and Emergency request for ambulance services for any Unincorporated Area in which the District notifies Vendor it shall be responsible for in the event of noncompliance for such Unincorporated Area as set forth in this Section.
13.0 ADOPTION OF STANDARDS OF CARE BY MUNICIPALITIES

13.1 The District hereby acknowledges that it is without authority to impose standards of care to all ambulance services provided within the corporate limits of a municipality. Specifically, the District has authority as to all Emergency calls within a municipality which is not an Exempted Incorporated Area and all Non-Emergency calls as to any Vendor awarded a contract pursuant to this RFP, but has no authority as to Non-Emergency responses within the corporate limits not received through the District and/or provided by an ambulance service provider not awarded a contract hereunder.

13.2 The District has imposed standards of care as to all requests for ambulance service through 9-1-1 and dispatching with law enforcement agencies, fire departments and rescue agencies and other Emergency response agencies but is without authority to impose standards of care as to calls within any incorporated area which are not directed through the District.

13.3 The District actively encourages each municipality to adopt the standards of care set forth in this RFP so that a uniform standard of care is applicable to all ambulance service providers on the same basis of the Vendors awarded a contract to provide ambulance services. Accordingly, any municipality within Talladega County may adopt the standards of care set forth in this RFP by the consideration and approval by such municipalities’ city council of an ordinance which adopts the standards of care set forth herein. Any municipality who adopts such ordinance shall be responsible for ensuring compliance of such standards by all ambulance service providers who have not been awarded a contract by the District pursuant to this RFP to provide ambulance services.
14.0 Required Documentation and Affidavits

14.1 Each Vendor shall be required to complete and submit along with its submitted proposal the following Documentation:

14.1.1 Form of Non-collusive Affidavit attached hereto as Exhibit “J”

14.1.2 Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491) which is attached hereto as Exhibit “K”

14.1.3 Federal and State Taxpayer Identification Number Forms which are attached hereto as Exhibit “L”

14.1.4 Affidavit for Trade Secret Confidentiality which is attached hereto as Exhibit “M”

14.1.5 HIPPA Hold Harmless Agreement which is attached hereto as Exhibit “N”
<table>
<thead>
<tr>
<th>Requirement</th>
<th>January - June</th>
<th>July – December</th>
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<tr>
<td>Vehicle Inspection(s) and good standing with ADPH OEMS&amp;T</td>
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<td>(Any inspection on any vehicle during defined time frame)</td>
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<td>Vehicle Maintenance Record</td>
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<td>Current Employees Emergency Vehicle Operation Course Certificate</td>
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<td>(Any employee employed during defined time frame)</td>
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<tr>
<td>Current Employees Valid Alabama Drivers License</td>
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<td>(Any employee employed during defined time frame)</td>
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<td>Vendor Accounting Records for awarded zone</td>
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<td>Emergency Response Provider Training</td>
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<td>Safety and Risk Program</td>
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<td>Hazardous Material Incident and NIMS Compliance Education</td>
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<td>(Any training provided during defined time frame)</td>
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EXHIBIT J: NON-COLLUSIVE AFFIDAVIT

State of ALABAMA )
County of TALLADEGA )

FORM OF NON-COLLUSIVE AFFIDAVIT

_____________________________________________, being first duly sworn, deposes and says: That he is
_______________________________________________________________________________
(an owner, partner or officer of the firm, etc.)

the party making the forgoing Proposal; that such Proposal is genuine and not collusive or a
sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly,
sought by agreement or collusion, or communication or conference, with any person to fix the
proposal price of affiant or of any other bidder, or to fix an overhead profit or cost element of
said proposal price, or that of any other bidder, or to secure any advantage against Talladega
County Emergency Management Communication District or any person interested in the
proposal Contract, and that all statements in said Proposal are true.

________________________________________
Signature of Affiant

________________________________________
Printed Name of Signer

I, the undersigned Notary Public, in and for said County and State, hereby certify that
________________________________ whose name is signed to the foregoing Affidavit, and who is known to me,
acknowledged before me on this date that, being informed of the contents of the above and
foregoing affidavit, he/she as an officer of ____________ (business entity) and with full authority,
executed the same voluntarily for and as the act of said company on the day the same bears
date.

Given under my hand and official seal of office this ____ day of ____________, 2015.

________________________________________
Notary Public
EXHIBIT K: ALABAMA IMMIGRATION COMPLIANCE CERTIFICATE

State of ALABAMA

County of TALLADEGA

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: ________________

RE: Ambulance Services Contract by and between

__________________________________________ (Contractor/Grantee) and

Talladega County Emergency Management Communications District (Public Entity)

The undersigned hereby certifies to the Talladega County Emergency Management Communication District as follows:

1. The undersigned holds the position of ________________ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as “the Act.”

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee’s business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.
   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.
   ____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
(b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this ______ day of ____________ 2015.

________________________________________
Name of Contractor/Grantee/Recipient

By: ___________________________________

Its ___________________________________

The above Certification was signed in my presence by the person whose name appears above, on this ______ day of ____________ 2015.

WITNESS: _______________________________

________________________________________
Printed Name of Witness
EXHIBIT L: TAXPAYER IDENTIFICATION NUMBER FORM

TALLADEGA COUNTY EMERGENCY MANAGEMENT COMMUNICATION DISTRICT
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

INSTRUCTIONS: In order to receive payment by the State of Alabama, a correct tax identification number, name and address must be on our files. To ensure that accurate tax information is reported on Form 1099 for federal income tax purposes, please:

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to RFP.

PART 1 - TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

IDENTIFICATION NUMBER: ________________________________
Check One _______ Federal Employer Identification Number (FEIN)
_______ Social Security Number (SSN)

NAME OF ORGANIZATION: ___________________________ PHONE:____________________

LEGAL BUSINESS ADDRESS: ________________________________

FAX: ___________________________ EMAIL: ______________________

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY:____________________________

PART 2 - BUSINESS DESIGNATION, Circle the designation that identifies your type of trade or business.

1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A Corporation formed under the laws of any state within the United States)
2 - NOT FOR PROFIT CORPORATION (Section 501 (c)(3))
3 - PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST
4 - SOLE PROPRIETORSHIP OR SELF-EMPLOYED (Identification number be Social Security Number)
5 - NONCORPORATE RENTAL AGENT
6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
7 - FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY
   (A Corporation or other foreign entity formed under the laws of a country other than the United States or an individual temporarily in the United States who pays taxes as a citizen of a country other than the United States)

NOTE: Failure to complete and return this form may subject you to back withholding in the amount of 20% of future payments pursuant to Section 3406, Internal Revenue Code.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REQUEST AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

____________________________________   ___________________________
SIGNATURE             DATE                       TELEPHONE

____________________________________
TITLE

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES
EXHIBIT M: TRADE SECRET AFFIDAVIT

TALLADEGA COUNTY EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT
AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

State of ALABAMA    )
County of TALLADEGA )

_________________________________ (Affiant), being first duly sworn under oath, and representing
the Vendor referenced in this matter, and have full authority from the Vendor to submit this Affidavit
and accept the responsibilities stated herein.

1. I am an attorney licensed to practice in the State of Alabama, representing the Vendor
referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the
responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Talladega County Emergency
Management Communications District (the “District”) for Request for Proposal for Ambulance Services.
Public Agencies in Alabama are required by Alabama law to permit the public to examine documents
that are kept or maintained by the public agencies, other than those legitimately meeting the provisions
of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the District is required to
review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am
familiar with the case law interpreting it, and understand that all information received in response to
this RFP will be available for public examination except for:
   (a)     trade secrets meeting the requirements of the Act; and
   (b)     information requested by the District to establish Vendor responsibility unless
           prior written consent has been given by the Vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit
must be fully completed and submitted to the District, and the following conditions must be met by the
Vendor:
   (a)     information to be withheld under a claim of confidentiality must be clearly
           marked and separated from the rest of the proposal;
   (b)     the proposal may not contain trade secret matter in the cost of price; and
   (c)     the Vendor’s explanation of the validity of this trade secret claim is attached to
           this affidavit.

5. I and the Vendor accept that, should the District determine that the explanation is
incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the
District’s possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to Vendor if the Vendor disagrees with the District’s determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the District of the Vendor’s claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the District or the Vendor will immediately withdraw its opposition to the open records request and permit the District to release the documents for examination. The District will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the District in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the District to treat the documents as a public record.

Documents that, in the opinion of the District, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

__________________________________________
Affiant’s Signature

Signed and sworn to before me on __________________ by __________________________________
(date)       (Affiant’s Name)

Name of Notary Public:______________________________________________________________for the

District:_____________________________________________________________________________

My Commission Expires: ______________________________________________________________

Place Seal Here
This HIPPA Ambulance Vendor Agreement (“Agreement”) is entered into as of ___________ (“Effective Date”) by and between The Talladega County Emergency Management Communication District (“Covered Entity”) and _______________________________ (“Ambulance Vendor”). Each of Covered Entity and Ambulance Vendor may be referenced in this Agreement as a “Party” and collectively as the “Parties.”

The Parties, intending to be legally bound, hereby agree as follows:

I. Definitions.

a. Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings set forth in HIPAA.

b. “Breach” shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.

c. “Electronic Protected Health Information” shall mean Protected Health Information that is transmitted or maintained in Electronic Media.

d. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.

e. “HIPAA Breach Notification Rule” shall mean the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subpart D)

f. “HIPAA Privacy Rule” shall mean the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & E).

g. “HIPAA Security Rule” shall mean the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 C.F.R. Parts 160 and 164 (Subparts A & C).
h. “HITECH Act” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all its implementing regulations, when and as each is effective and compliance is required.

i. “Protected Health Information or PHI” shall mean Protected Health Information, as defined in 45 CFR § 160.103, and is limited to the Protected Health Information received, maintained, created or transmitted on behalf of, Covered Entity by Ambulance Vendor in performance of the Underlying Services.

j. “Underlying Services” shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of Protected Health Information, the services performed by Ambulance Vendor for Covered Entity pursuant to the Underlying Services Agreement.

k. “Underlying Services Agreement” shall mean the written agreement(s) (other than this Agreement) by and between the parties as amended as set forth in the attached schedule by and between the Parties pursuant to which Ambulance Vendor access to, receives, maintains, creates or transmits PHI for or on behalf of Covered Entity in connection with the provision of the services described in that agreement(s) by Ambulance Vendor to Covered Entity or in performance of Ambulance Services Contract obligations under such agreement(s).

II. Permitted and Required Uses and Disclosures of Protected Health Information by Ambulance Vendor.

a. Ambulance Vendor may use or disclose Protected Health Information solely (1) as necessary to provide the Underlying Services to Covered Entity and in compliance with each applicable requirement of HIPPA (2) as Required by Law or (3) as expressly otherwise authorized under this Agreement. Ambulance Vendor shall not use or disclose Protected Health Information for any other purpose or in any other manner.

b. Ambulance Vendor may, if necessary, use or disclose Protected Health Information for the proper management and administration of Ambulance Vendor or to carry out the legal responsibilities of Ambulance Vendor; provided, that (1) any disclosure is Required by Law or (2) Ambulance Vendor obtains reasonable advance written assurances from the person or party to whom the Protected Health Information is disclosed that (Y) the Protected Health Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or
party, and (Z) the person or party immediately notifies Ambulance Vendor of any instances of which it is aware in which the confidentiality of the information has been breached.

III. **Obligations of Ambulance Vendor.**

a. Ambulance Vendor shall use appropriate safeguards, and, as of September 23, 2013, comply, where applicable, with the HIPAA Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of the information other than as provided for by this Agreement.

b. Ambulance Vendor shall mitigate any harmful effect of a use or disclosure of Protected Health Information by Ambulance Vendor in violation of the requirements of this Agreement.

c. Ambulance Vendor shall immediately report to Covered Entity: (i) any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware in accordance with 45 CFR §164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Ambulance Vendor becomes aware in accordance with 45 CFR §164.314(a)(2)(i)(C).

d. Ambulance Vendor shall notify the Covered Entity within ten (10) days after Ambulance Vendor’s Discovery of any incident that involves an unauthorized acquisition, access, use, or disclosure of Protected Health Information, even if Ambulance Vendor believes the incident will not rise to the level of a Breach. Ambulance Vendor agrees that such notification will meet the requirements of the HIPAA Breach Notification Rule set forth in 45 CFR §164.410. Ambulance Vendor shall provide to the Covered Entity the names and contact information of all individuals whoseProtected Health Information was or is believed to have been involved, all other information reasonably requested by the Covered Entity to enable the Covered Entity to perform and document a risk assessment in accordance with the HIPAA Breach Notification Rule with respect to the incident to determine whether a Breach occurred, and all other information reasonably necessary to provide notice to Individuals, the Department of Health and Human Services and/or the media in accordance with the HIPAA Breach Notification Rule. In the event of an incident that is required to be reported under this Section III(d), Covered Entity shall elect in its sole discretion whether Covered Entity, Ambulance Vendor or a third party shall be responsible for conducting an investigation of that incident and providing any required notices as set forth in this Section III(d). In accordance with this election, and notwithstanding anything to the contrary in this Agreement and without limiting in any way any other remedy available to Covered Entity at law, equity or contract, including but not limited to under Section V(a) of this Agreement, Ambulance Vendor shall (i) conduct, or pay the costs of conducting, an investigation of any incident required to be
reported under this Section III(d), (ii) shall reimburse and pay Covered Entity for all expenses and costs incurred by Covered Entity that arise from an investigation of any incident required to be reported under this Section III(d) and (iii) shall provide, and/or pay the costs of providing, the required notices as set forth in this Section III(d).

e. In accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2), Ambulance Vendor shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Ambulance Vendor, agree to the same restrictions and conditions, in writing, that apply through this Agreement to Ambulance Vendor with respect to such Protected Health Information, including but not limited to the extent that subcontractors create, receive, maintain, or transmit Electronic Protected Health Information on behalf of the Ambulance Vendor, it shall require the subcontractors to comply with the HIPAA Security Rule.

f. To the extent Ambulance Vendor is to carry out Covered Entity’s obligations under the HIPAA Privacy Rule, Ambulance Vendor shall comply with the requirements of the HIPAA Privacy Rule that apply to Covered Entity in the performance of such obligations.

g. Ambulance Vendor shall provide access to Covered Entity, no later than fifteen (15) days after receipt of a request from Covered Entity, to Protected Health Information in a Designated Record Set, or, if requested by Covered Entity, to an Individual, all in accordance with the requirements under 45 CFR § 164.524, including, as of September 23, 2013, providing or sending a copy to a designated third party and providing or sending a copy in electronic format, to the extent that the Protected Health Information in Ambulance Vendor’s possession constitutes a Designated Record Set.

h. Ambulance Vendor shall make available and make any amendment(s) to Protected Health Information in a Designated Record Set within fifteen (15) days after receipt of a request from Covered Entity or an Individual, all in accordance with the requirements of 45 CFR § 164.526.

i. Ambulance Vendor shall document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. § 17935(c).

j. Ambulance Vendor shall make available to Covered Entity, within fifteen (15) after receipt of a request, information collected in accordance with Section III(i) of this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, or make that information
available directly to an Individual, all in accordance with 45 CFR § 164.528 and, as of the date compliance is required by final regulations, 42 U.S.C. § 17935(c).

k. Ambulance Vendor shall notify Covered Entity in writing within three (3) days after Ambulance Vendor’s receipt directly from an Individual of any request for access to or amendment of Protected Health Information, or an accounting of disclosures, as contemplated in Sections III(g), III(h), III(i) and III(j) of this Agreement.

l. Ambulance Vendor agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Ambulance Vendor on behalf of, Covered Entity available to the Covered Entity or to the Director of covered entity, for purposes of the Director determining Covered Entity’s compliance with HIPAA.

m. Ambulance Vendor shall request, use and/or disclose only the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure; provided, that, as of September 23, 2013, Ambulance Vendor shall comply with 45 CFR §§ 164.502(b) and 164.514(d).

n. Ambulance Vendor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information as prohibited by 45 CFR § 164.502(a)(5)(ii), as of September 23, 2013.

o. Ambulance Vendor shall not make or cause to be made any communication about a product or service that is prohibited by 45 CFR §§ 164.501 and 164.508(a)(3), as of September 23, 2013.

p. Ambulance Vendor shall not make or cause to be made any written fundraising communication that is prohibited 45 CFR § 164.514(f), as of September 23, 2013.

q. Ambulance Vendor shall take all necessary steps, at the request of Covered Entity, to comply with requests by Individuals not to send Protected Health Information to a Health Plan in accordance with 45 CFR § 164.522(a), as of September 23, 2013.

r. Ambulance Vendor shall take reasonable steps to ensure that its employees’ actions or omissions do not cause Ambulance Vendor to breach the terms of this Agreement or violate provisions of HIPAA that apply to Ambulance Vendor.
IV. **Term and Termination.**

a. The term of this Agreement shall commence as of the Effective Date and shall terminate concurrently with the Underlying Services Agreement unless earlier terminated, by mutual written agreement of the Parties, or in accordance with this Section IV.

b. Notwithstanding anything in this Agreement to the contrary, if Covered Entity knows of a pattern of activity or practice of Ambulance Vendor that constitutes a material breach or violation of this Agreement then Covered Entity shall provide written notice of the breach or violation to Ambulance Vendor that specifies the nature of the breach or violation. Ambulance Vendor must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a cure reasonably satisfactory to Covered Entity within the specified time frame, or in the event the breach is reasonably incapable of cure, then Covered Entity may, terminate this Agreement.

c. Within thirty (30) days after termination or expiration of this Agreement, Ambulance Vendor will return or destroy, if feasible, all Protected Health Information received from or created or received by Ambulance Vendor, including all Protected Health Information in possession of Ambulance Vendor’s agents or subcontractors, on behalf of Covered Entity that Ambulance Vendor still maintains in any form and retain no copies of such information. To the extent return or destruction of the Protected Health Information is not feasible, Ambulance Vendor shall notify Covered Entity in writing of the reasons return or destruction is not feasible and, if Covered Entity agrees, may retain the Protected Health Information subject to this Section. Under any circumstances, Ambulance Vendor shall extend any and all protections, limitations and restrictions contained in this Agreement to Ambulance Vendor’s use and/or disclosure of any Protected Health Information retained after the expiration or termination of this Agreement, and shall limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

V. **Miscellaneous.**

a. Ambulance Vendor shall defend, hold harmless and indemnify Covered Entity, its trustees, officers, faculty, employees, students, against all expenses, liabilities, damages, claims, costs, fines, penalties and losses (including attorneys’ and consultant fees) (collectively, “Losses”) reasonably incurred by Covered Entity in connection with, related to or arising from (i) the negligent or fraudulent act or omission of Ambulance Vendor, its agents, delegates, representatives or Subcontractors; (ii) a violation of HIPAA by Ambulance Vendor, its agents, delegates, representatives or Subcontractors; and (iii) a breach of this Agreement by Ambulance Vendor, its
agents, representatives or Subcontractors. Upon demand by Covered Entity, Ambulance Vendor shall defend any investigation, claim, litigation or other proceeding brought or threatened against Covered Entity, at Ambulance Vendor’s expense, by counsel acceptable to Covered Entity. Ambulance Vendor shall not enter into any settlement without the written consent of Covered Entity. This Article V(a) shall survive the expiration or termination of this Agreement for any reason.

b. The Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Ambulance Vendor under this Section and Section IV(c) of this Agreement shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement, and/or the business relationship of the Parties, and shall continue to bind Ambulance Vendor, its agents, employees, contractors, successors, and assigns as set forth herein.

c. This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Alabama. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The Parties agree that, in the event that any documentation of the arrangement pursuant to which Ambulance Vendor provides Underlying Services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Ambulance Vendor’s use and disclosure of Protected Health Information. This Agreement, together with the Underlying Services Agreement, constitutes the entire agreement of the Parties relating to Ambulance Vendor’s use or disclosure of Protected Health Information.

d. The terms of this Agreement to the extent they are unclear, shall be construed to allow for compliance by Covered Entity with HIPAA and the HITECH Act. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event Covered Entity believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, Covered Entity shall notify Ambulance Vendor in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms
of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of HIPAA, then Covered Entity has the right to terminate upon written notice to the Ambulance Vendor.

e. Ambulance Vendor understands and agrees that it will not assign, delegate, or subcontract any of its rights or obligations under this Agreement to individuals or entities residing outside the United States.

f. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will be one and same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AMBULANCE VENDOR  TALLADEGA COUNTY EMERGENCY MANAGEMENT COMMUNICATION DISTRICT

Company Name:____________________________

By:   ____________________________   By: ____________________________

Print Name: ____________________________   Print Name:         Victor Kennedy____

Title:   ____________________________   Title:         Director________________

Date:  ____________________________   Date:____________________________
## EXHIBIT H

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<td>Clear</td>
<td>Call Closed</td>
<td>Call Staff</td>
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### Total Records
- Total Emergency Calls
- Total Non-Emergency Calls
- Total Mutual Aid (M/A) Request
- Total Mutual Aid (M/A) Response
- Total Incorporated
- Total Unincorporated
- Total Emergency Calls Staffed with Paramedic and Basic EMT

### Total Requested Exemptions
- Total Requested Exemptions Incorporated
- Total Requested Exemptions Unincorporated