TOWN OF NEWTOWN PARAMEDIC PROGRAM

REQUEST FOR PROPOSAL for
Paramedic Program for
The Town of Newtown, Connecticut

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SECTION I: INTRODUCTION

OBJECTIVE:

This is a Request for Proposal which requests providers to submit proposals to the Town of Newtown to provide a Paramedic Program for the Town of Newtown.

PROGRAM INTRODUCTION:

Program Background:

The Newtown Volunteer Ambulance Corps (NVAC), through Newtown Volunteer Ambulance Association Inc. (NVAA Inc.), provides emergency medical response to the residents of the Town of Newtown. In addition, through the Town of Newtown Paramedic Program, the provision of vital emergency advanced life support services would be provided to the residents of the Town of Newtown. Currently, the NVAC, via volunteers, operates at both the EMT and AEMT levels. Be it known that NVAA Inc. has ownership of the Primary Service Area-Paramedic. NVAA Inc. provides for basic life support/transport ambulance service coverage within its pre-assigned Primary Service Area (PSA). Thru this RFP, the Newtown Paramedic Program is requesting to contract the paramedic service.

Program Overview:

The following is a brief overview of the proposed Program:

1. Oversight of this service will be directed by the Newtown Volunteer Ambulance Paramedic Oversight Committee which consists of the Newtown Volunteer Ambulance Chief or designee, the Town of Newtown First Selectman or designee and representatives of the Newtown Volunteer Ambulance Association.
2. Paramedic-level services will be secured via a contract between the Town of Newtown and NVAA Inc., the primary owner of the provider of the Paramedic-Level Service. Funding for this service will be secured by funds appropriated by the Town of Newtown and NVAA Inc..
3. The paramedic(s) assigned to this duty will be based at the NVAA Inc. facility within the Town of Newtown and while on duty must remain within a to-be designated perimeter of the station when not on a call. Dispatch of this paramedic will be via the Town of Newtown respective Primary Service Answering Point (PSAP) using dispatch protocols as used currently and approved by the State of Connecticut and local medical control.
4. Activation time (time from the E911 center's request for response until notification of the paramedic en-route) for the primary paramedic, assigned to the Town of Newtown, will be no more than two (2) minutes for 100% of all first paramedic calls within the Town of Newtown.
5. The NVAC EMS personnel reserve the right to cancel any given response of this paramedic as per Sponsor Hospital protocols and State of Connecticut OEMS guidelines for Basic Life Support (BLS) transport.
6. As per Sponsor Hospital protocols and State of Connecticut OEMS guidelines, the selected Paramedic Provider shall participate in quality assurance/quality improvement, training, mentoring and skill development on an ongoing basis for all EMS personnel involved in the Paramedic Program.
7. The Paramedic Provider shall propose and demonstrate that it will have multiple programs to enhance the safety and health of its paramedic personnel. These shall include, but not be limited to, driver training, safety and risk management training.
8. The Paramedic Provider shall provide adequate personal protective gear and equipment to employees working in hazardous environments such as rescue operations, motor vehicle accidents, etc. At a minimum, personal protective gear shall include appropriate head and flesh

protection for employees.

9. The Paramedic Provider shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations for operation of its enterprise and those associated with employees.
10. The Paramedic Provider shall maintain all records for a minimum of 7 years.
11. The Paramedic Provider will provide a copy of or provide access to any/all Ambulance Care Report (ACR) or Patient Care Record (PCR) when requested by the Town of Newtown Paramedic Program.
12. The Paramedic Provider's clinical quality improvement program shall be designed to:
    a. Regularly and accurately evaluate the patient care oriented activities of the Paramedic Provider's personnel.
    b. Regularly and accurately evaluate the operational, administrative and procedural activities of the Paramedic Provider's personnel.
    c. Accurately determine training and educational needs of personnel and evaluate effectiveness of training and education provided.
    d. Provide regular training and continuing education on both a scheduled and as needed basis to Paramedic Provider personnel. This training and education should be for all areas of patient care and operations.
    e. Support discovery, investigation, and resolution of internal and external complaints.
    f. Facilitate the evaluation of protocols, procedures, and patient care standards on a regular basis, including re-evaluation based on system events and lessons learned.
    g. Encourage positive involvement and interaction of Paramedic Provider's personnel and individuals at all levels within the program, in ways which improve care.
    h. Objectively report performance of both the Paramedic Provider's personnel and the program components for further evaluation by the "Paramedic Committee".
13. This program will be secured via a fixed, three-year contract, renewable annually for a one year or longer duration.
14. Nothing in the resulting Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the agreement shall create any right or remedies in any third party, it being solely for the benefit of the Town of Newtown Paramedic Program and the Paramedic Provider.
15. The Paramedic Provider shall have sixty (60) days after termination of the agreement in which to supply the required documentation necessary to facilitate the closeout of the agreement at the end of the term.
16. The Paramedic Provider shall agree to notify the Program within twenty-four (24) hours of any litigation or significant potential for litigation of which the Paramedic Provider is aware.
17. This Program expressly contracts that, in the event of a Default by the Paramedic Provider under this Agreement, the Paramedic Provider will work with the Town of Newtown Paramedic Program to ensure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. The Paramedic Provider agrees that there is a public health and safety obligation to assist the Town of Newtown in every effort to ensure uninterrupted and continuous service delivery in the event of a Default, even if the Paramedic Provider disagrees with the determination of Default.
18. The Paramedic Provider shall not assign (subcontract) any portion of the agreement for services to be rendered without written consent first obtained from the Town of Newtown Paramedic Program and any assignment made contrary to the provisions in this Agreement may be deemed a default of the Agreement and, at the option of the Program shall not convey any

rights to the assignee.

19. If the Program or Paramedic Provider institutes litigation against the other party to enforce its rights pursuant to performing the work contemplated herein the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the party which prevails.

Procurement Procedure Overview:

1. Upon approval by the appropriate parties from the Newtown Volunteer Ambulance Corps, through Newtown Volunteer Ambulance Association Inc., and the Town of Newtown, this Request for Proposal (RFP) will be issued publicly.
2. Prospective bidders will be given 45 days to respond with a detailed proposal as outlined in this RFP. The Prospective bidders will need to respond to the proposal as defined in this RFP and if interested they may provide additional proposals with a variety of details.
3. Proposals will be reviewed by an "Evaluation Committee" consisting of representatives from the NVAA Inc., the NVAC chief and assigned designees, and the Town of Newtown First Selectman or a designee.
4. The resulting evaluation of submitted proposals will be a review of the Paramedic Provider's demonstrated performance and will not be based on a level-of-effort.
5. A contract, approved by the appropriate parties from the "Evaluation Committee", will be executed with the primary owner of the Paramedic Service Provider who has supplied the winning bid.
6. NVAA Inc. and the Town of Newtown retain the right to select the Paramedic Provider most suited to meet the standards of this program. These selection criteria will include areas such as reliability, longevity, quality as well as price; however a decision will NOT be based solely on one criterion.

SECTION II: TERMINOLOGY

This section will define the abbreviated terms used throughout this document.

Activation Time: The time from the E911 center's request for response until notification of the paramedic en-route.

ALS (Advanced Life Support): This is a term that describes a variety of advanced emergency medical techniques administered by advanced-level emergency medical services personnel.

Agreement: For the purposes of this document, the phrase "Agreement" refers to the agreement of provided services for the Town of Newtown Paramedic Program and the relationship it holds with the Paramedic Provider, as defined by this RFP.

Call: This is a term used by EMS personnel and refers to a complete cycle of the E-911 system, from the original phone call to the dispatch center to transporting the patient to the hospital, ending when the ambulance returns to service.

Dispatcher: A telephone and/or radio operator who maintains all communications associated with the "call". The dispatcher is responsible for obtaining the necessary information from the caller and for the appropriate initial allocation of emergency personnel and equipment.

EMS (Emergency Medical Services): A collective name for the personnel, equipment and communication networks involved in the care and transportation of the sick or injured. The EMS system includes the dispatcher, ambulance personnel, advance level responders (i.e. paramedics) and emergency room personnel.

EMS Provider: For the purposes of this document, the EMS Provider is the local volunteer ambulance corps or an individual of that corps within the Town of Newtown.

EMR (Emergency Medical Responder): A person certified by the State of Connecticut as being trained in emergency medical procedures to at least the level appropriate for basic medical response (MRT), or first responder. An MRT typically completes an average of 40 – 60 hours of State of Connecticut and DOT approved training prior to participating in prehospital patient care.

EMT (Emergency Medical Technician): An EMT certified by the State of Connecticut as being trained in basic life-support skills and techniques. All EMTs require additional certification by their local "Sponsor Hospital" in order to perform these basic-level skills. An EMT typically completes an average of 180 hours of State of Connecticut, DOT and Sponsor Hospital approved training prior to performing any prehospital patient care.

AEMT (Emergency Medical Technician-Advanced): An AEMT certified by the State of Connecticut as being trained in intermediate life-support skills and techniques. All AEMTs require additional certification by their local "Sponsor Hospital" in order to perform these intermediate-level skills. An AEMT typically completes an average of 100-150 hours of State of Connecticut, DOT and Sponsor Hospital approved training prior to performing any prehospital patient care. Additionally, AEMTs are required, annually, to attend a minimum number of continuing medical education (CME)

credit hours and meet mandatory skills performance criteria for the purposes of maintaining "Medical Control".

Medical Control: As referenced above, EMTs are required to maintain a certain level of proficiency in order to hold "Medical Control". These EMTs operate as an extension of the Emergency Department physicians via offline (i.e. standing orders for medications and procedures) and on-line (i.e. calling the physician via radio and asking for permission to administer medication/perform a procedure) medical control. For the purposes of this RFP, medical control for the Town of Newtown is granted by the Chairman of the Emergency Department at Danbury Hospital and monitored by the Emergency Department's Attending Physician.

Sponsor Hospital: Administratively, the hospital in which an EMS agency receives its medical control is referred to as the "Sponsor Hospital". For the purposes of this RFP, the Sponsor Hospital for all of the services within the Town of Newtown is Danbury Hospital.

OEMS (Office of Emergency Medical Services): A State of Connecticut agency that falls within the Connecticut Department of Health system. Among other things, OEMS is responsible for the certification and operation of all EMS providers within the State. It also issues plans for future EMS development and provides guidelines for most aspects of overall EMS operations.

Paramedic: An EMT certified by the State of Connecticut as being trained in advanced life-support skills and techniques. Paramedics are extensively trained in areas such as Intubations, Advanced Cardiac Life Support, Pediatric Advanced Life Support and cardiac monitoring and have typically completed an average of 900-1000 hours of State of Connecticut, DOT and Sponsor Hospital approved training prior to performing any prehospital patient care. As with the AEMTs, Paramedics are also required, annually, to attend a minimum number of continuing medical education (CME) hours and meet mandatory skills performance criteria for the purposes of maintaining "Medical Control".

Paramedic Dispatching Criteria: A set of criteria employed by an ambulance dispatcher to identify calls which are likely to require ALS care and therefore warrant the dispatch of a paramedic. These criteria are currently in use and require the approval from the Town of Newtown Sponsor Hospital prior to implementation or change.

Paramedic Service Provider: For the purposes of this document, the "Paramedic Provider" is the agency that will provide the services as outlined in this RFP.

Program: For the purposes of this document, the phrase "Program" refers to the Town of Newtown Paramedic Program, as defined by this RFP.

Town of Newtown: For the purposes of this document, the phrase "Town of Newtown" refers to the geographical boundaries of the Town of Newtown, CT.

SECTION III: STATEMENT OF SERVICES REQUESTED

DESCRIPTION OF SERVICES REQUESTED:

This RFP is requesting that the Paramedic Provider provide a proposal for either or both of two variations of Paramedic Services Requested, referred to as Service Request A and Service Request B:

Service Request A:
Equipment, supplies and vehicle(s) will be provided by Newtown Volunteer Ambulance Association Inc.

This RFP is requesting that the Paramedic Provider provide Paramedic level staffing only with all included administrative duties.
The Paramedic Provider will provide paramedic(s) dedicated to this Program on a 24 hour per day, 7 day per week, 52 week per year for the full term of this contract. The paramedic will be located at the NVAA Inc. building in the Town of Newtown. The paramedic(s) will respond in a NVAA Inc. ambulance or a designated NVAA Inc. vehicles(s). NVAA Inc. will provide all EMT-P and Advanced Life Support equipment and a vehicle meeting the standards set forth by the State of Connecticut OEMS and local Medical Control to respond to emergency ALS call(s). The paramedic would function as an additional member of the Newtown Volunteer Ambulance Corps crew for the first ALS call in the Town of Newtown.

Service Request B:
Equipment, supplies and vehicle(s) will be provided by the Paramedic Provider.

The Paramedic Provider will provide paramedic(s) dedicated to this Program on a 24 hour per day, 7 day per week, 52 week per year for the full term of this contract. The paramedic will be located at the NVAA Inc. building in the Town of Newtown. The Paramedic Provider will provide an emergency, non-transport vehicle meeting the standards set forth by the State of Connecticut OEMS to respond to emergency ALS call(s). The paramedic(s), using the emergency, non-transport vehicle, will meet the respective ambulance and its crew at the scene, unless directed to an alternate intercept location in order to facilitate emergent transport to the hospital. At no time should there be any delay in the treatment or transportation of a patient in order to allow time for the paramedic to arrive.

Paramedic Vehicle and Communications for Service Request B:

1. The assigned vendor provided paramedic response vehicle(s) will be a fully equipped emergency, non-transport vehicle, meeting the minimum requirements established by the State of Connecticut's OEMS for ALS response as well as any additional guidelines established by local Medical Control.
2. This vehicle will be an all-weather, all-terrain, four-wheel drive vehicle. It is further suggested that, in order to facilitate minimal out-of-service periods, this vehicle will be equipped with an automatic transmission for ease in operation by all EMS personnel.
3. This vehicle will be marked with Newtown Paramedic.
4. The Paramedic provider will maintain its vehicle(s) in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repair(s), and operating and repair costs analysis where

appropriate. Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

a. The vendor shall be responsible for all maintenance of non-transport paramedic vehicle(s) and equipment used in the performance of its work. The Town of Newtown expects that all non-transport paramedic vehicle(s) and equipment used in the performance of the Agreement will be maintained in an excellent manner.
b. The vendor must ensure a vehicle(s) maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic level non-transport provider by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of non-transport vehicle(s), developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system.
c. The vendor shall maintain all biomedical equipment to the Sponsor Hospital and the State of Connecticut OEMS or equivalent standard.
d. All costs of maintenance and repairs of equipment, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at the vendor's expense.

5. The paramedic response vehicle(s) replacement shall occur on a regular schedule and the vendor shall identify its policy for the maximum number of years and mileage of the paramedic response vehicle(s).
6. The Paramedic response vehicle(s) will be equipped with radios capable of interacting with all EMS vehicles within the Town of Newtown, the Northwest-Public Safety Communications Center (Northwest C-Med) and Medical Control (Danbury Hospital). In addition, this communication equipment will also meet all requirements set by the State of Connecticut, OEMS and local Medical Control. In the event that communication capabilities within The Town of Newtown should change during the life of this contract, the selected provider will ensure their equipment is changed / upgraded to accommodate that assignment.
7. It is understood that if any secondary/backup vehicles used to meet the staffing requirements of this contract will be similarly equipped.
8. A listing of vehicles, to include year, make and model and a listing of on-board equipment, shall be provided in the proposal(s), as needed or at a minimum annually, to the "Paramedic Committee".

Insurance Requirements: Service Request B:

The Paramedic Provider will obtain and keep in force the following insurance coverages:

Business Auto / Commercial Auto Insurance – Minimum Limits required:

- 1,000,000 Liability Limit

- Collision and Comprehensive coverage on all vehicles assigned to the Town of Newtown Paramedic Program. Deductibles shall not exceed $1,000.

- The Town of Newtown, and all of its elected or appointed directors, officers,officials, agents, employees and members of all of its boards and commissions, and NVAA, Inc. will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Paramedic Provider

- The Business Auto / Commercial Auto policy carried by the Paramedic Provider shall contain a **Waiver of Subrogation** clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, and NVAA, Inc.

Commercial General Liability (CGL): Minimum Limits Required:

- $2,000,000 General Aggregate
- $2,000,000 Producers/Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal and Advertising Injury
- $100,000 Fire Damage – Any One Fire
- $5,000 Medical Expense – Any One Person

- The Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc. will be included as an **Additional Insured** onto the CGL policy carried by the Paramedic Provider. The Additional Insured coverage afforded to the Town of Newtown (et al) shall apply on a **primary and noncontributory basis**.

- The CGL policy carried by the Paramedic Provider shall contain a **Waiver of Subrogation** clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc..

Professional Liability: Minimum Limits Required:

- $2,000,000 General Aggregate
- $1,000,000 Each Occurrence

- The Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, and NVAA, Inc. will be included as an **Additional Insured** onto the Professional Liability policy carried by the Paramedic Provider. The Additional Insured coverage afforded to the Town of Newtown (et al) shall apply on a **primary and noncontributory basis**.

- The Professional Liability policy carried by the Paramedic Provider shall contain a **Waiver of Subrogation** clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc.

Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:

- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease

- The Workers Compensation/Employers Liability policy carried by the Paramedic Provider shall contain a Waiver of Subrogation clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc.

Umbrella Liability/Excess Liability: Minimum Limits required:

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate

- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization.

- The Umbrella / Excess Liability policy carried by the Paramedic Provider shall contain a Waiver of Subrogation clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc.

Cancellation, Renewal and Modification

The Paramedic Provider shall maintain in effect all insurance coverages required under this agreement at the Paramedic Providers sole expense and with insurance companies acceptable to the Town of Newtown. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the Town of Newtown and NVAA, Inc.

Paramedic Equipment Provided by Vendor under Service Request B:

The Paramedic Provider shall have sole responsibility for furnishing all equipment necessary to provide paramedic level service. All equipment required to provide paramedic level service including but not limited to on-board equipment, medical supplies, narcotics and medications necessary for paramedic level service, intubation equipment, 12 lead EKG will meet or exceed the minimum requirements of the State of Connecticut OEMS protocols/regulations and industry standard.

The Paramedic Provider will ensure all equipment is kept current and maintained in good working condition. The Paramedic Provider will ensure that all instruments and medical equipment is calibrated according to the State of Connecticut OEMS frequency recommendation. In addition, the Paramedic Provider will ensure that all instruments have necessary batteries changed frequently to ensure they are in optimal working condition.

The Paramedic Provider agrees that equipment and supply requirements may be changed due to technology, with the approval of the "Paramedic Committee".

The "Paramedic Committee" may inspect the Paramedic Provider vehicle(s) or supplied equipment at any time, without prior notice. If any Paramedic Provided vehicle(s) or equipment fails to meet the minimum in-service requirements, the "Paramedic Committee" may:
Immediately remove the vehicle(s) or equipment from service until the deficiency is corrected if the item is deemed a critical omission.

The foregoing shall not preclude the dispatch of the vehicle(s) or equipment in response to an ALS call so long as another appropriately equipped vehicle(s) or equipment is also dispatched to the scene.

The Paramedic Provider shall have the sole responsibility to maintain any insurance coverage that is deemed to be necessary by the Paramedic Provider for equipment and/or supplies owned by and/or used by the Paramedic Provider for the performance of the work contemplated.

Basic Service Provided by Vendor under Service Request A & B:

The Paramedic Provider, selected through this RFP process, will provide paramedic(s) dedicated to this Program on a 24 hour per day, 7 day per week, 52 week per year basis. These assigned paramedic(s) will **NOT** be dispatched to calls outside of the Town of Newtown Paramedic Program, except in the case of a Mass Casualty Incident.

The Town of Newtown specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, or quantities of patients. Every effort has been made to provide accurate information, but the Paramedic Providers are to use their professional judgment and expertise to develop their economic and operational plans and proposals.

The historical call volume for the Town of Newtown is approximately **2600** calls annually with an ALS rate for the Town of Newtown being **37%** of that volume, **960** calls annually.

The paramedic(s) assigned to this Program will be dispatched **only** to calls occurring within the Town of Newtown, with the primary transport location anticipated to be the Danbury Hospital Emergency Department. However, all patients shall be transported to the nearest appropriate facility, in accordance to State of Connecticut OEMS protocols. In some cases that facility may be other than Danbury Hospital.

Staging/Dispatch of the Paramedic under Service Request A & B:

Dispatch criteria for the paramedic(s) assigned to this Program will be established by the Town of Newtown Paramedic Committee and the selected Paramedic Provider in compliance with the State of Connecticut's OEMS, E911 PSAP protocols and local Medical Control guidelines. Whenever the Town of Newtown emergency services dispatcher receives a call meeting the agreed upon 'criteria', a paramedic will be dispatched simultaneously with or as soon as possible after dispatch of the respective ambulance service. It is preferred that this dispatch operation be performed via radio and/or pager, but may be by phone when necessary.

Regardless of the Paramedic Dispatch Criteria, the EMS Provider may request the dispatch of a paramedic if the circumstances are found to be above their level of care. Further, the EMS provider may cancel the response of a paramedic, releasing them for other duty, if a call is deemed to not warrant advanced-level intervention. All decisions regarding appropriate patient transport will be made based on Connecticut OEMS and local Medical Control ALS and BLS guidelines.

The paramedic(s) assigned to this duty will be based at the NVAA Inc. facility within the Town of Newtown on a 24-7 basis. The EMS Providers within the Town of Newtown agree to make available all facilities within the perimeters of their ambulance corps to these assigned paramedic(s). This includes, but is not limited to, ready access to either shoreline plugs or actual bay/garage space where available.

While located at the Newtown Volunteer Ambulance location, the paramedic(s) assigned to this duty will be expected to perform paramedic equipment maintenance responsibilities, as well as other appropriate duties from direction of the Newtown Volunteer Ambulance Chief and/or "Paramedic Committee".

Personnel Qualifications and Certifications under Service Request A & B:
All paramedics assigned to this Program by the selected Paramedic Provider must demonstrate proficiency and be in good standing at Sponsor Hospital. All paramedics shall maintain medical control per Sponsor Hospital requirements and have at least one (1) year experience in the field operating at the EMT-Paramedic level.

The selected Paramedic Provider will be responsible for ensuring the currency of all licenses, certifications, continued medical education hours, skill levels, etc., as required by the State of Connecticut's OEMS and local Medical Control. No paramedic will be assigned to the Town of Newtown without any one (1) of these items. Records verifying the above requirements are met will be provided annually to the "Paramedic Committee" and updated upon request.

The Program will require the Paramedic Provider perform a records check on all paramedic personnel and that the Paramedic Provider take such other actions as are necessary so that it is aware of any felony or misdemeanor convictions or administrative actions against an individual that could be a factor related to an individual's participation in, or fitness for, the Program. The records check should include, at a minimum, whether an individual is currently or has in the past been debarred from the federal Medicare program, felony or misdemeanor convictions or violations related to driving under the influence, drug related offenses, and sexual offenses including, but not limited to rape and other forms of illegal sexual contact, child abuse, and spousal abuse.

The Paramedic Provider will provide all new paramedic(s), to the Town of Newtown Paramedic Program, orientation training as approved by the POC. The Paramedic Provider will ensure each paramedic demonstrates proficiency in the Town of Newtown geographic knowledge and the Town of Newtown road map reading skills.

The selected Paramedic Provider will maintain open communications with the Town of Newtown EMS providers, the State of Connecticut's OEMS and local Medical Control. The Paramedic Provider will remain in compliance with respect to all regulations and responsibilities as they pertain to this Program and will actively make such information available to the "Paramedic Oversight Committee".

The selected Paramedic Provider will provide, quarterly, an education forum for ongoing training, case reviews and coordination for all of the Town of Newtown EMS providers. This quarterly training is to be established by and coordinated with the Chairman of the Training Committee of the NVAC. Such training will be aimed at maintaining, improving and advancing the skills of the volunteer ambulance personnel in conjunction with maintaining a strong working rapport with the paramedic(s) assigned to the Town of Newtown.

NVAC Paramedic Committee has the right to require that a paramedic not be assigned to Newtown duty and the Paramedic Provider will honor said request. This request should be in writing from the Paramedic Committee after evaluation and voting. Newtown agrees to give the Paramedic provider thirty (30) days notice of such request.

Personnel Work Schedules under Service Request A & B:

The Paramedic Provider is expected to employ reasonable work schedules and conditions.

Specifically, Patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest.

The Program emphasizes that the Paramedic Provider is responsible for conducting the employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the services ultimately executed by the Paramedic Provider. The Program will not otherwise involve itself in the Paramedic Provider's management/employee relationships.

Insurance Requirements: Service Request A & B:

The Paramedic Provider will obtain and keep in force the following insurance coverages:

Business Auto / Commercial Auto Insurance – Minimum Limits required:

- 1,000,000 Liability Limit

- Collision and Comprehensive coverage on all vehicles assigned to the Town of Newtown Paramedic Program. Deductibles shall not exceed $1,000.

- The Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, and NVAA, Inc. will be included as an **Additional Insured** onto the Commercial Auto/ Business Auto policy carried by the Paramedic Provider.

- The Business Auto / Commercial Auto policy carried by the Paramedic Provider shall contain a **Waiver of Subrogation** clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc.

Commercial General Liability (CGL): Minimum Limits Required:

- $2,000,000 General Aggregate
- $2,000,000 Producers/Completed Operations Aggregate
- $1,000,000 Each Occurrence
- $1,000,000 Personal and Advertising Injury
- $100,000 Fire Damage – Any One Fire
- $5,000 Medical Expense – Any One Person

- The Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, and NVAA Inc. will be included as an **Additional Insured** onto the CGL policy carried by the Paramedic Provider. The Additional Insured coverage afforded to the Town of Newtown (et al) shall apply on a **primary and noncontributory basis.**

- The CGL policy carried by the Paramedic Provider shall contain a **Waiver of Subrogation** clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown, and all of its elected or appointed

directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc..

Professional Liability: Minimum Limits Required:

- $2,000,000 General Aggregate
- $1,000,000 Each Occurrence

- The Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, and NVAA, Inc will be included as an **Additional Insured** onto the Professional Liability policy carried by the Paramedic Provider. The Additional Insured coverage afforded to the Town of Newtown (et al) shall apply on a **primary and noncontributory basis.**

- The Professional Liability policy carried by the Paramedic Provider shall contain a **Waiver of Subrogation** clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc.

Workers Compensation/Employers Liability Insurance

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:

- 500,000 each accident
- 500,000 aggregate for injury by disease
- 500,000 each employee for injury by disease
- The Workers Compensation/Employers Liability policy carried by the Paramedic Provider shall contain a Waiver of Subrogation clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc.

Umbrella Liability/Excess Liability: Minimum Limits required:

- 5,000,000 Each Occurrence
- 5,000,000 General Aggregate

- Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization.
-The Umbrella / Excess Liability policy carried by the Paramedic Provider shall contain a Waiver of Subrogation clause and the Paramedic Provider hereby agrees to waive their right of recovery against the Town of Newtown and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions and NVAA, Inc.

Cancellation, Renewal and Modification

The Paramedic Provider shall maintain in effect all insurance coverages required under this agreement at the Paramedic Providers sole expense and with insurance companies acceptable to the Town of Newtown. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the Town of Newtown and NVAA, Inc.

Evolving OSHA and other Regulatory Requirements under Service Request A & B÷
It is anticipated, during the term of the Agreement awarded to the Paramedic Provider, that certain regulatory requirements for occupational safety and health, including but not limited to infection control, bloodborne pathogens, Hepatitis and TB, may be increased. It is the vendor's responsibility to adopt procedures that meet or perform better than all requirements for dealing with these matters.

The vendor shall ensure and demonstrate that its employees have all required immunizations and associated documentation including, but not limited to, Hepatitis B immunization documentation or a waiver which is in compliance with all Sponsor Hospital or State of Connecticut OEMS requirements.

Responsibility for Coverage and Calls under Service Request A & B:

As a contractually required minimum, the Paramedic Provider respond to 100% of all Advanced Life Support first calls within the Town of Newtown.

- An ALS call is a call to which a paramedic is dispatched in accordance to the procedures described above, is not subsequently canceled by the EMS Provider and renders care to that patient until transfer to Emergency Department personnel.
- A successful intercept is an intercept on scene or within the boundaries of the Town of Newtown in which the call was initiated.

The Paramedic Provider will ensure all Paramedics assigned to the program will use the current ePCR system utilized by the Town of Newtown for corresponding paperwork for run form documentation and medical supply usage.

Call coverage performance will be evaluated monthly by the PSA holder and the Paramedic Provider.

The Town of Newtown Paramedic Committee:

The Town of Newtown Paramedic Committee will be formed to oversee the overall operation of this program. This Committee may consist of:

1. Representatives from the EMS Provider, the Newtown Volunteer Ambulance Corps
2. The Newtown Volunteer Ambulance Corp. Chief or a designee
3. Two representatives of the Paramedic Provider (one (1) administrative and one (1) field staff personnel).
4. Representatives from the Newtown Volunteer Ambulance Association
5. The Town of Newtown First Selectman or designee

The purpose of this Committee will be:

1. To oversee the general operations of the Town of Newtown Paramedic Program
2. To assure that all parties provide a high level of patient care and adhere to the State of Connecticut's OEMS and local Medical Control Standards.
3. To establish and maintain an effective QA/QI process in order to detect problems in the overall or day-to-day execution of the Program and make recommendations to rectify those problems to all parties involved.
4. To exercise the right to impose performance penalties ($1500 per call missed), identify (any) breach and order corrective actions, and declare contract null and void in the case of non-performance.
5. To serve as a hearing board for any conflicts that may arise.

The "Paramedic Committee" will meet as needed.

Right to Terminate or Cancel Agreement under Service Request A & B:

The Program shall have the right to terminate or cancel the Agreement or to pursue any appropriate legal remedy should the Paramedic Provider materially breach the Agreement and fail to cure the breach within seven (7) days following the delivery to it of a written notice specifying:

1. the breach or breaches committed, and
2. the date of intended termination of rights hereunder.

Default and Provisions for Termination of the Agreement under Service Request A & B:

Definitions of Breach:
Conditions and circumstances that shall constitute a material breach by the Paramedic Provider shall include but not be limited to the following:

1. Willful failure of Paramedic Provider to operate the paramedic program in a manner which enables the Town of Newtown Paramedic Program to remain in compliance with the requirements of the applicable Federal, State and County laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach but such willful and repeated breaches shall constitute a material breach.
2. Willful falsification of data supplied to the "Paramedic Committee" during the course of operations, including by way of example but not by way of exclusion, dispatch data, response time data, financial data or falsification of any other data required under the agreement.

3. Willful failure by the Paramedic Provider to maintain equipment in accordance with good maintenance practices.
4. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by the Paramedic Provider.
5. Willful attempts by the Paramedic Provider to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent bid cycle.
6. Willful attempts by the Paramedic Provider to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations.
7. Chronic and persistent failure of the Paramedic Provider's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.
8. Willful failure of the Paramedic Provider to respond to first ALS calls when dispatched according to the dispatch protocol.
9. Failure of the Paramedic Provider to provide and maintain the required insurance, certifications and/or licenses.

Written Notice:
This agreement may be canceled immediately by written mutual consent.

HOLD HARMLESS / INDEMNITY CLAUSE

To the fullest extent permitted by law, the Paramedic Provider will indemnify, defend and hold harmless the Town of Newtown, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the work performed by the Paramedic Provider or any work performed by the Paramedic Provider involving paramedic care.

SECTION IV: PROCUREMENT PROCEDURE AND GUIDELINES

INSTRUCTIONS FOR SUBMISSION OF PROPOSALS:

This RFP is being formally issued as an open, public Request for Proposal. Copies of the RFP will be delivered immediately to prospective bidders upon request from NVAA Inc. Bidders will be given approximately 45 days from issuance of this RFP in which to submit their proposals.

Proposals will be due 3 p.m. on March 15, 2018.

Office of Finance Director
Mr. Bob Tait
Town of Newtown
Municipal Center
3 Primrose Street
Newtown, CT 06470

Five copies of the proposal will be placed in a sealed envelope plainly marked "Town of Newtown Paramedic Program." It is the sole responsibility of the bidder to see that the complete proposal package is in the hands of the proper authority at the above address on or prior to this deadline.

Bids will be opened at approximately 3:15 p.m. at NVAA facility at 6 Washington Square, Newtown, CT.
Any proposals received later than the time and date specified will not be considered.

Evaluation of Proposals:

All proposals received by 3 p.m. on March 15, 2018 will be considered. Proposals will be evaluated based on their ability to match the specifications as outlined in this RFP. However, if bidders wish to propose alternative(s) to any of these specifications, they are encouraged to submit a bid for the specifications outlined in this RFP as well as an amendment substituting their alternative approach. The Town of Newtown Paramedic Program "Evaluation Committee", as outlined, reserves the right to accept a proposal that deviates from the provisions of the RFP. The "Evaluation Committee" reserves the right to offer competitors the opportunity to bid on any proposed amendments prior to making a final selection. The "Evaluation Committee" reserves the right to award this contract to other than the lowest-price bidder. Additionally, the Town of Newtown Paramedic Program "Evaluation Committee" reserves the right to make no award if, in the opinion of the committee, no acceptable proposal has been received. It is the expectation of the "Evaluation Committee" to receive bids which match the specifications of the RFP and thus be able to award the bid to a provider.

The "Evaluation Committee" may consist of the following members from the Town of Newtown Paramedic Committee:

1. Two representatives from the EMS Provider, the Newtown Volunteer Ambulance Corps
2. The Newtown Volunteer Ambulance Corps Chief or a designee
3. One representative from the Newtown Volunteer Ambulance Association
4. The Town of Newtown First Selectman or designee

Prior to reviewing any proposals, the "Evaluation Committee" will determine appropriate and equitable procedures for evaluating proposals, voting, final proposal selection, etc. The "Committee" may ask bidders for clarifications and may negotiate changes to any or all proposals to make them comparable.

The "Evaluation Committee" will issue a final recommendation within 45 days of the receipt deadline noted above. Final selection shall be made by NVAA Inc. and the Town of Newtown First Selectman based on the recommendation of the "Evaluation Committee". Assuming that an award is made, one (1) bidder will be selected and contracts will be written by the Town of Newtown designated legal counsel. The inception date for this contract is July 1, 2018. Actual award of this contract is contingent upon acceptance of the contract term by NVAA Inc. and the Town of Newtown.

Contents of the Proposals:

The proposal should clearly establish that the bidder is competent to perform the work. Issues here include financial stability, quality of management, personnel qualifications, existence or obtain ability of relevant certifications, history of similar services performed, references, etc.

The proposal should contain a full technical description of how the bidder proposes to satisfy the terms of the aforementioned Statement of Services Requested (Service Request A and/or Service Request B). It is the responsibility of the bidder to provide sufficient information to allow an objective evaluation of the proposal and comparison with others on the basis of quality as well as cost. In particular, the proposal should clearly indicate:

- Paramedic personnel station location
- Personnel to be assigned to the Program
- Personnel certifications
- Hiring procedures
- Vehicles to be used (Service Request B)
- Communication capabilities
- Insurance coverages
- Training approaches
- Organizational structure and philosophy

In addition to the above points, a detailed cost breakdown is required.

Evaluation Criteria:

Criteria for evaluation of proposals will include, but not necessarily be limited to:

1. Paramedic Provider credentials and qualifications
2. Paramedic Provider previous experience in the services required
3. Paramedic Provider personnel qualifications and assigned personnel
4. Paramedic Provider commitment to clinical quality
5. Paramedic Provider commitment to employees and demonstration of employee turnover rate
6. Paramedic Provider operations management
7. Paramedic Provider commitment to EMS system and Community
8. Paramedic Provider responsiveness to Program objectives and approach for accomplishing those objectives.
9. Paramedic Provider management and administration

10. Organizational Information (Ex: years of service, financial integrity and stability, equipment)
11. Paramedic Provider proposed pricing

Nature of the Contract and Payment Provisions:

The contract will be a **fixed-price**, three-year contract, with the right to renew annually for a one year or longer duration. Bidders will propose a total contract cost and annualized breakout. Contract costs will be paid quarterly, by calendar quarter.

Anticipated Start Date of Contract:

The anticipated start date of the contract ultimately executed is expected to begin at 12:01 a.m. on July 1, 2018 for an anticipated duration of three years.

Renewal of Contract:

At an appropriate time before the conclusion of this three-year contract, the Town of Newtown may elect to conduct another open, public Request for Proposal process, or exercise the right to renew annually for a one year or longer duration via negotiations with the original provider.