



REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES

Lake EMS System Medical Director

RFP Number:	EMS 14-0001	Contracting Officer:	B. Andrews
Proposal Due Date:	October 25, 2013	Pre-Proposal Conference Date:	Not Applicable
Proposal Due Time:	12:00 p.m.	RFP Issue Date:	October 4, 2013

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	2
SECTION 2: Scope of Work	11
SECTION 3: General Terms and Conditions	15
SECTION 4: Pricing/Certifications/Signatures	19
SECTION 5: Attachments	22

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	Required
Indemnification/Insurance:	See provision 1.8

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the Providers submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Administrative Offices of Lake EMS within ten (10) working days after the proposal due date. A separate contractual document will be signed by Lake EMS and the awarded firm.

NO-RESPONSE REPLY

If any Provider does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Provider List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake EMS' Providers List for future solicitations for this product / service.
- Please remove our firm from Lake EMS' Provider's List for this product / service.

PROVIDER IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to contract with a Medical Director to provide services for the EMS system in Lake County, Florida. The Provider shall be responsible for Medical Direction of the entire Emergency Medical Services system, including all Lake EMS and Fire Agency clinical staff.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

B. Andrews, Chief Administrative Officer
Lake EMS
2761 W. Old Hwy 441
Mount Dora, FL 32757

Phone : 352.383.4554 Fax : 352.735.4475
E-mail: bandrews@lakeems.org

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake EMS contracting officer.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the Provider who submits the overall proposal that is judged to provide the best value to Lake EMS. Proposals will be evaluated based upon the following criteria:

1. Qualifications of the Provider and related experience providing Emergency Medical Service Medical Direction and/or related services
2. Documented experience
3. Proposed costs.
4. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
5. Evaluation of the Provider's proposed approach to the project
6. Other relevant criteria.

Section 1.4: Term of Contract - Upon Delivery

This contract shall be effective immediately following the date of execution by Lake EMS and remain in effect for three (3) years.

Section 1.6: Option to Renew

Contract will be renewable at the option of Lake EMS for two (2) additional one (1) year extension periods.

Section 1.7: Method of Payment - Monthly Invoices

The Provider(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. The invoices shall reflect the type of service(s) provided. All invoices shall contain the contract and/or purchase order number. Failure to submit invoices in the prescribed manner will delay payment, and the Provider may be considered in default of contract and the contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

An original certificate of insurance, indicating that the awarded provider has coverage in accordance with the requirements of this section, shall be furnished by the provider to the Contracting Officer within five (5) working days of such request and must be received and accepted by Lake EMS prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the provider is in accordance with the following minimum limits:

The selected Provider shall provide, pay for and maintain in force such insurance, including Workers' Compensation Insurance (if applicable) and Professional Liability Insurance, including medical malpractice insurance, as will provide to Lake EMS sufficient protection to cover Lake EMS for the duties undertaken by the Provider. Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. All policies required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of the Medical Director in performing his/her services under this Agreement. Prior to the commencement of work hereunder, Provider shall furnish to Lake EMS a certificate or written statement of the above-required insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of Lake EMS in such insurance shall not be effective until thirty (30) days after written notice thereof to LEMS. LEMS reserves the right to require a copy of such policy or policies upon request.

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000

Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance (if applicable) based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the consultant must provide a notarized statement that if he or she is injured; he or she will not hold Lake EMS responsible for any payment or compensation.

Employers Liability insurance (if applicable) with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake EMS, a governmental not-for-profit corporation in the State of Florida, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to Lake EMS of any change, cancellation, or nonrenewal of the provided insurance. It is the provider's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE EMS, A GOVERNMENTAL NOT-FOR-PROFIT CORPORATION IN
THE STATE OF FLORIDA
2761 W. OLD HIGHWAY 441
MOUNT DORA, FL 32757

Certificates of insurance shall evidence a waiver of subrogation in favor of Lake EMS, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by Lake EMS.

The provider shall be responsible for sub-provider and their insurance. Sub-providers are to provide certificates of insurance to the prime consultant evidencing coverage and terms in accordance with the provider's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by Lake EMS. At the option of Lake EMS, the insurer shall reduce or eliminate such self-insured retentions, or the provider or sub-provider shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

Lake EMS shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the provider and/or sub-provider providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by Lake EMS of any insurance supplied by the provider or Sub-provider(s), nor a failure to disapprove that insurance, shall relieve the provider or Sub-provider(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by Lake EMS and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, Lake EMS reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.10 Delivery of Solicitation Response

To be considered for award, a bid or proposal must be received and accepted in the Lake EMS Administrative Office prior to the date and time established within the solicitation. A response will not be considered for award if received after the official due date and time regardless of when or how it was received by Lake EMS. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE EMS
2761 W. OLD HIGHWAY 441
MOUNT DORA, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE EMS
2761 W. OLD HIGHWAY 441
MOUNT DORA, FL 32757

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE EMS
2761 W. OLD HIGHWAY 441
MOUNT DORA, FL 32757

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.11: Completion Requirements for Request for Proposal (RFP) – Professional Services

The original proposal and five (5) complete copies of the proposal submitted by the Provider shall be sealed and delivered to the Lake EMS Administrative Office no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. Lake EMS is not liable or responsible for any costs incurred by any Provider in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to Lake EMS.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. Lake EMS emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in Lake EMS’s sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Section 1.12 Proposal Submittal

The following items shall be included and submitted with your proposal:

- Tab A. RFP Coversheet completed.
- Tab B. Curriculum Vitae
- Tab C. Statement of Interest and General Project Approach– to include a minimum of the following:
 1. Concisely state your understanding of the services required by Lake EMS, and relate the proposed approach to evaluation of conditions and preparation of recommendations to satisfy Lake EMS’s requirements.
 2. Include additional relevant information not requested elsewhere in the RFP.
 3. The signature on the statement shall be that of a person authorized to represent and bind the proposer.
- Tab D. Licensure: Attach proof of license to practice in State of Florida.
- Tab E. References: Provide a minimum of 3 qualified professional references
- Tab F. Pricing/Certifications/Signature Forms. Complete Section 4 Forms attached.
- Tab G. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Section 1.13: Key Provider Personnel

In submitting a proposal, the Provider is representing that they shall be available to perform the services described for Lake EMS, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written Lake EMS approval. In the event the requested substitute person is not satisfactory to Lake EMS and the matter cannot be resolved to the satisfaction of Lake EMS, Lake EMS reserves the right to cancel the contract for cause.

Section 1.14 Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the Provider for or on behalf of Lake EMS shall be the property of Lake EMS and will be turned over to Lake EMS upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of Lake EMS are public records available for inspection by any person even if the file or paper resides in the Provider's office or facility. The Provider shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the Provider shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Pursuant to Section 119.0701, Florida Statutes, the awarded Provider shall comply with the Florida Public Records' laws, and shall:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Lake EMS in order to perform the services identified herein.
- (ii) Provide the public with access to public records on the same terms and conditions that Lake EMS would provide the records and at a cost that does not exceed the cost provided for by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to Lake EMS all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Lake EMS in a format that is compatible with the information technology systems of Lake EMS.

Failure to comply with this section shall be deemed a breach of any resulting contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the Provider shall expressly assign to Lake EMS nonexclusive, royalty free rights to use any and all information provided by the Provider in any deliverable and/or report for Lake EMS's use which may include publishing in Lake EMS documents and distribution as Lake EMS deems to be in Lake EMS's best interests. If anything included in any deliverable limits the rights of Lake EMS to use the information, the deliverable shall be considered defective and not acceptable and the Provider will not be eligible for any compensation.

Section 1.15 Conflicts of Interest

In submitting a proposal, the Provider shall disclose any potential conflicts of interest to include previous or current relationships with any County or Lake EMS employee or City Fire Department or any board memberships, affiliations, or associations that may be of interest or concern to Lake EMS.

Section 1.16 Timeline

Lake EMS intends to execute an agreement for Medical Direction subsequent to this solicitation prior to the end of calendar year 2013.

Section 1.17 Provisions

In association with this agreement, Lake EMS will provide the following at no cost to the Provider:

- Office space
- Cellular Telephone
- Portable Radio
- Vehicle for use during the conducting of official EMS business
- Other supplies/equipment as deemed necessary to perform essential functions

Section 2.1 Essential Functions

The medical director shall:

- Establish, implement, revise and authorize the use of system-wide practice parameters, standing orders, policies, and procedures for all patient care activities from dispatch through triage, treatment, transport and/or non-transport.
- Maintain current knowledge of local, state, and federal statutes/regulations as they relate to emergency medical care. Establish and maintain a protocol review committee with all stake-holders involved. Incorporate recommended changes into practice parameters and standards and communicate changes to field personnel. Collaborate with the Quality/Training Division to ensure the implementation of new and revised orders and practice parameters as changes in recommended medical practices, patient needs or regulations may require.
- Provide continuous around the clock medical direction to the Lake EMS system, personally or through subordinate qualified physicians. Participate in direct contact with EMT/Paramedic field level providers for a minimum of 96 hours per year to include a minimum of 10 hours per year as a crewmember.
- Participate in the final clearance process for all clinical staff exiting the provisional program, with direct responsibility for conducting the exit interviews.
- Collaborate with the Quality/Training Division to design, revise and implement quality assurance systems for patient care and metrics for measuring EMT/Paramedic performance. Review records and reports to assess performance and implement and oversee an effective process improvement program.
- Establish and maintain required licensure and insurance, including license to provide controlled drugs to EMS/Fire agencies operating at the advanced support level. Ensure security procedures for medications, fluids and controlled substances are in compliance with local, state and federal statutes. Provide notification in compliance with regulations when substitute equipment or medications are maintained. Assume responsibility for use of defibrillators by certified first responders, EMTs, and paramedics.
- Establish and/or approve the medical standards for hiring or dismissing personnel involved in patient care. Require education and testing to the level of proficiency approved for the following personnel within the LEMS system: first responders, EMTs, paramedics involved in out-of-hospital care, dispatchers, educational coordinators. Recommend removal of a provider from medical care duties for due cause, using an appropriate review and appeals system. Set and/or approve standards for equipment used in patient care.
- Establish, implement, revise and oversee training programs for new and existing emergency medical staff including training in the use of scorecard methodologies, CEU programs, and other mandatory and optional skill and safety related topics. Participate with the Employee Safety committee and support training on issues including helicopter safety, exposure control, and infectious diseases.
- Provide medical direction to the Lake EMS Communications Department. Reviews and authorizes National Academy Dispatch EMD protocols for use in the LEMS

Communications Center. Makes additions, deletions, and changes as appropriate based on local conditions. Participates in Emergency Medical Dispatch review committee meetings.

- Provide technical assistance to Patient Financial Services staff as needed. Serves as a Provider on questions related to medical necessity, patient documentation issues, audit reviews, hearings and appeals, and use of EMS resources.
- Develop, nurture and enhance relationships with hospital personnel, local medical providers and community leaders to promote the goodwill of LEMS. Develop programs to support the community including immunization clinics in cooperation with the County Health Departments.
- Prepare and present periodic presentations to the LEMS Board of Directors on various topics as requested.
- Perform or assist with any duties or operations, as required to maintain workflow and to meet schedules and quality requirements.
- Maintain safe work area and comply with safety procedures and equipment operating rules, keeping work area in a clean and orderly condition.
- Participate in a variety of meetings and task force groups, including Fire Chiefs' meetings, Quarterly EMS meetings and Operations Group meetings, to integrate activities, communicate issues, obtain approvals, resolve problems and maintain specified level of knowledge pertaining to new developments, requirements, and policies.
- Ensure that work is carried-out in compliance with all company policies and regulatory requirements.

Section 2.2 Minimum Qualifications

The Medical Director shall:

- Be duly licensed to practice as a medical or osteopathic physician in the state of Florida.
- Hold (or obtain within four (4) months from contract award) a current Advanced Trauma Life Support (ATLS) provider certification
- Hold a current Advanced Cardiac Life Support (ACLS) Certification
- Hold (or obtain within six (6) months from contract award) both ACLS and Pediatric Advanced Life Saving Instructor Certifications
- Possess a thorough understanding of pre-hospital care
- Hold and maintain board certification in emergency medicine by the American Board of Emergency Medicine.
- Comply with all requirements of Florida Statutes, Chapter 401, and Chapter 64E-2.004 Florida Administrative Code (F.A.C.).

Section 2.3 Mandatory Requirements

The Medical Director shall:

- Be responsible to the Executive Director of Lake EMS.
- Be an independent contractor that shall not in any way create the perception of an affiliation agreement between Lake EMS and any hospitals to which Lake EMS routinely transports patients to or that may be construed as the preferred transport facility.
- Not currently be the Medical Director for any other EMS provider or system

Section 2.4 Position requirements of the Medical Director

The Medical Director shall:

- Maintain Board Certification in Emergency Medicine by the American Board of Emergency Medicine.
- Possess proof of current registration as a Practitioner with the US Department of Justice, Drug Enforcement Administration (DEA) to provide controlled substances to an EMS provider. The DEA registration shall include each address at which controlled substances are stored, in accordance with Florida Statutes, Chapter 401 and Florida Administrative Code 64J-1.004 (4)(c). Copies of the Medical Director's license and registrations must be provided.
- Work a minimum of 20 office/field hours per week in quality development (QD) activities, meetings, testing, parameter development/revision, field observation and system monitoring.
- Submit contemplated changes or parameter revisions as to the delivery of pre-hospital care is provided that have a significant capital or operating expense, change in procedures or inherent additional training costs for approval prior to implementation.
- Provide quarterly performance compliance reports to the Executive Director.
- Provide monthly activity reports to Executive Director detailing activities related to Lake EMS and system partner agencies.
- Attend meetings as necessary or requested, or when deemed in the best interest of the Lake EMS system, or when otherwise requested by the Executive Director or other system partner agencies.
- Where applicable provide medical oversight for any Community AED Programs, including County, Municipal and Law Enforcement participants.

Section 2.5 Activities of the Medical Director

The Medical Director shall:

- Assume direct responsibility for the clinical activities of all the paramedics and Emergency Medical Technicians (EMT) performing in the Lake County EMS system, including staff for Lake County law enforcement specialty teams.
- Be actively involved in the Florida Association of EMS Medical Directors and attend at least two (2) meetings of the association per year.
- Provide consultation regarding EMS issues to the management, supervisors and field personnel of EMS and system partner agencies, as requested. Consultations that are non-

emergent in nature should be conducted during normal business hours, i.e., Monday through Friday 0800-1700 hrs.

- Provides a continuous twenty-four (24) hours per day, seven (7) days per week for emergency consultations from system EMS providers and “on-line” medical direction to personnel, when requested.
- Assist in the resolution of problems involving the delivery of pre-hospital care and other emergency medical services in accordance with Florida Statutes Chapter 401 and 64J-1.004 of the Florida Administrative Code or their most current version.
- When requested by management, evaluate, monitor and provide conflict resolution for hospital emergency department diversions and delays in patient care transfers.
- Facilitate discussions with emergency physicians, physician specialists, surgeons, trauma specialists, physician assistants, nurse practitioners, nursing staff and other ancillary medical personnel to provide input in the continued enhancement of the Lake County EMS system.

Section 2.6 Practice Parameters

The Medical Director shall:

- Submit revisions and additions to Practice Parameters that have a significant capital or operating expense, change in procedures or inherent additional training costs to the Executive Director for approval prior to implementation.
- Ensure that all EMT’s and paramedics in the system are trained in the use of Trauma Scorecard Methodology, as provided in Chapter 64J-2.004 F.A.C. for adult patients and 64J-2.005 F.A.C. for pediatric patients.
- Develop and revise Trauma Transport Protocols (TTP) in accordance with 64J-1.004 (4) (i) when necessary or as required by the Florida Bureau of EMS. The TTPs must be submitted as required to the Florida Bureau of EMS for approval.

Section 2.7 Continuous Quality Improvement

The Medical Director shall:

- In conjunction with Lake EMS, develop and implement a Lake EMS System Quality Development Program in accordance with Florida Statutes Chapter 401.265 (2) and Chapter 64J-1.004 (4) (b) Florida Administrative Code. Establish internal and external benchmarks of key performance measures as they pertain to patient outcomes.
- In conjunction with Lake EMS and system partner agencies, review patient care reports on a monthly basis, review any and all deviations from Lake EMS Practice Parameters and initiate or recommend corrective action in accordance with Florida Statutes Chapter 401.265 (2).
- During an investigation, the Medical Director shall meet with the involved personnel of the respective agency. Upon completion of the investigation, the Medical Director must submit a final recommendation on corrective or disciplinary action to the respective agency within thirty (30) days, unless extenuating circumstances can be documented for a delay in the presentation of recommendations.

- In conjunction with management, periodically communicate with the hospital emergency departments to exchange information and review the quality of care provided by the EMS system.

Section 2.8 Continuing Education

The Medical Director shall be responsible for ensuring the quality of the Continuing Medical Education (CME) training provided to the EMS personnel by:

- Reviewing and approving all curriculum and courses for continuing education units (CEU) prior to the Lake EMS and system partner personnel being trained.
- Actively participating in the development of EMS training programs by identifying educational topics, presenting lectures and providing other educational opportunities for the enhancement of the Lake EMS system.
- Assist in developing procedures to evaluate the clinical impact and effectiveness of the entire CME program.
- Evaluating the educational effectiveness of instruction, courses and programs.
- Participate in American Heart Association Advanced Cardiac Life Support (ACLS), Pre-Hospital Trauma Life Support (PHTLS) or their program equivalents refresher courses and programs.
- Complete a minimum of ten (10) hours per year of continuing medical education related to pre-hospital care or teaching or a combination of both in accordance with Florida Statutes Chapter 401 and Chapter 64J-1.004 (4) (k) F.A.C. or their most current version.
- Monitor and audit at least one (1) class session of every CME/CEU course held.

Section 2.9 Certification of EMS Personnel

The Medical Director shall:

- Be responsible for establishing and periodically updating the minimum personnel standards and certification requirements for practice in the Lake EMS system.
- Coordinate, Implement, and Oversee the clinical Provisional Program
- Standards shall include the requirements for initial training and mentoring as outlined in the Provisional Program; requirements for continuing medical education; state and national recertification requirements; standards for professional conduct; and testing requirements for Lake EMS and system partner personnel to maintain Lake EMS system practice certification.
- Participate in the final clearance process for all clinical staff exiting the provisional program, with direct responsibility for conducting the exit interviews. Medical Director is the final authority on provisional completion.
- Establish procedures for the issuance, renewal, suspension and revocation of certifications for Lake EMS and system personnel in concert with the each system agency. The procedures shall contain due process provisions that shall be approved, in advance.

Section 2.10 Field Activity and System Monitoring

The Medical Director shall:

- Visit and interact with Lake EMS and system partner personnel, hospital emergency department staff and other public safety personnel for quality improvement and/or education purposes as necessary to ensure the system is operating according to expectations.

Section 2.11 Medical Equipment and Supplies

- Comprehensive Review – the Medical Director shall conduct ongoing and comprehensive reviews of all EMS equipment, medications and medical supplies as necessary to ensure reliable delivery of medical services in the Lake EMS system with a focus of providing excellent evidence based care.
- The Medical Director shall insure and certify that security procedures of all Lake EMS and system clinical personnel with respect to medications, controlled substances and medical fluids are conducted in accordance with Florida Statutes Chapter 401 and Chapter 64J-1.004 (4) (d), F.A.C. or their most current version.

Section 2.12 Disaster Assistance and Planning

The Medical Director shall:

- Be available for consultation and/or response during a disaster situation or declared emergency emanating in Lake County.
- Be available for emergency consultation during a multiple casualty incident.
- Function as a liaison between EMS field operations, hospitals and public health agencies during the aforementioned disaster situations.
- May be called upon to provide specific information to assist in the mitigation of specific emergency medical care aspects during disaster situations.

Section 2.13 State Involvement

The Medical Director shall demonstrate active participation in the State EMS Medical Director's Association or a statewide physician's group involved in pre-hospital care in accordance with Florida Statutes Chapter 401 and Chapter 64J-1.004 (3) (d) F.A.C. or their most current version.

Section 2.14 Infection Control

The Medical Director shall:

- Develop and revise the Exposure Control Plan (ECP) for the Lake EMS system as needed to assure compliance with State and Federal requirements.

Section 2.13 Current System Description

Ambulance services in Lake County, Florida are provided by Lake Emergency Medical Services (EMS), a Florida Not-For-Profit Corporation wholly owned by Lake County government. Lake EMS currently deploys a total of 12 (ten (10) 24hr and two (2) 13hr splits) units around the clock with seven (7) additional units (13hr) during periods of highest demand for total annual unit hours of approximately 143,000. They also have two (2) 13 hour peak season units that are typically deployed from January through April and staffed with overtime. In FY2012 there were 43,332 incidents resulting in 31,143 transports. Lake EMS provides the emergency and non-emergency ambulance transportation, medical direction, ALS licensure, medical supplies and medications, and both EMS and Fire dispatch for the system.

Advanced Life Support (ALS) and Basic Life Support (BLS) dual response is also provided by a combination of municipal fire services, a fire service operated by a Community Development District (CDD), and the County fire service. There are a total of twelve (12) fire services that fall under the Medical Director, consisting of both large and small departments, with most manned by full time firefighters. Ten (10) of the services are providing ALS service utilizing a combination of paramedics and emergency medical technicians. Dual response services are provided with fire agency staffing resources that are part of an existing fire crew working in a dual-certified capacity. At present, there are a total of approximately 650 Paramedics and EMT's in the system.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Provider: The Provider to whom award has been made.

Lake EMS: Shall refer to Lake EMS

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Provider: a general reference to any entity responding to this solicitation or performing under any resulting contract.

Lake EMS has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of Lake EMS to encourage full and open competition among all available qualified Providers. All Providers regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Providers may enroll with Lake EMS to be included on a mailing list for selected categories of goods and services. To be recommended for award Lake EMS requires that Providers provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The Provider must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The Provider must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the Provider agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted Provider list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Sub-Provider, or Provider under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Provider list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number.

Lake EMS may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers’ Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of Lake EMS, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final Lake EMS action, Providers should **not** discuss the solicitation or any part thereof with any employee, agent, or any other representative of Lake EMS except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the Provider to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Provider to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of Lake EMS that payment for all purchases by Lake EMS agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of Lake EMS will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The Provider warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Provider to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Provider, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH LAKE EMS EMPLOYEES

Any Lake EMS employee or member of his or her immediate family seeking to contract with Lake EMS shall seek a conflict of interest opinion from Lake EMS Attorney prior to submittal of a response to contract with Lake EMS. The affected employee shall disclose the employee's assigned function within Lake EMS and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit Lake EMS to make an award nor shall Lake EMS be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that Lake EMS bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.8 LAKE EMS IS TAX-EXEMPT

Lake EMS is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. Lake EMS will sign an exemption certificate if submitted by the Provider. Providers doing business with Lake EMS are not exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with Lake EMS, nor shall any Provider be authorized to use any of Lake EMS's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to Lake EMS in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

Lake EMS reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of Lake EMS.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to Lake EMS with price, technical, and other applicable factors considered. Lake EMS reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. Lake EMS shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, Lake EMS reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of Lake EMS. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of Lake EMS.
- C. Lake EMS reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in Lake EMS's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with Lake EMS. Lake EMS may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime Provider or subcontractor on previous Lake EMS contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A Provider wishing to protest any award decision resulting from this solicitation shall do so as set forth in Lake EMS's Purchasing Procedure Manual. It is incumbent upon the Provider to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect

the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the Provider and Lake EMS user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the Provider, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

Lake EMS has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, Lake EMS will notify the Provider(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between Lake EMS and the Provider(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to Lake EMS for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the Provider against factory defects and workmanship. At no expense to Lake EMS, the Provider shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Provider's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. Lake EMS is not obligated to place any order for a given amount subsequent to the award of this solicitation. Lake EMS may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall Lake EMS be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of Lake EMS to enter into an agreement that will satisfy its needs as described within this solicitation. However, Lake EMS reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will Lake EMS be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between Lake EMS and the Provider, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The Provider shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the Provider assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Provider does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The Provider understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the Provider shall not subcontract any portion of the work without the prior written consent of Lake EMS. Subcontracting without the prior consent of Lake EMS may result in termination of the contract for default.

3.21 ASSIGNMENT

The Provider shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of Lake EMS.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the Provider shall be considered at all times its employee(s), and not an employee(s) or agent(s) of Lake EMS. The Provider shall provide employee(s) capable of performing the work as required. Lake EMS may require the Provider to remove any employee it deems unacceptable. All employees of the Provider may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the Provider shall indemnify and hold harmless Lake EMS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which Lake EMS or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the Provider or its employees, agents, servants, partners, principals or Sub-Providers. The Provider shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Lake EMS, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend Lake EMS or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable Lake EMS procedures.

3.25 TERMINATION FOR CONVENIENCE

Lake EMS, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the Provider shall not incur any additional costs under this contract. Lake EMS shall be liable only for reasonable costs incurred by the Provider prior to notice of termination. Lake EMS shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the Provider shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

Lake EMS reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the Provider fails to perform in accordance with the terms and conditions stated herein. Lake EMS further reserves the right to suspend or debar the Provider in accordance with Lake EMS ordinances, resolutions

and/or administrative orders. The Provider will be notified by letter of Lake EMS's intent to terminate. In the event of termination for default, Lake EMS may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Provider.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with Lake EMS through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. Lake EMS as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such Provider held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

Lake EMS reserves the right to require PROVIDER to submit to an audit by any auditor of Lake EMS's choosing. PROVIDER shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. PROVIDER shall retain all records pertaining to this Agreement and upon request make them available to Lake EMS for five (5) years following expiration of the Agreement. PROVIDER agrees to provide such assistance as may be necessary to facilitate the review or audit by Lake EMS to ensure compliance with applicable accounting and financial standards. Additionally, PROVIDER agrees to include the requirements of this provision in all contracts with Sub-Providers and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the PROVIDER to Lake EMS in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of Lake EMS's audit shall be reimbursed to Lake EMS by the PROVIDER. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the PROVIDER's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of Lake EMS's audit findings to the PROVIDER.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by Lake EMS in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that Lake EMS would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to Lake EMS all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Lake EMS in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the contractor shall expressly assign to Lake EMS nonexclusive, royalty free rights to use any and all information provided by the Provider in any deliverable and/or report for Lake EMS use which may include publishing in Lake EMS documents and distribution as the Lake EMS deems to be in

the Lake EMS's best interests. If anything included in any deliverable limits the rights of the Lake EMS to use the information, the deliverable shall be considered defective and not acceptable and the PROVIDER will not be eligible for any compensation

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME PROVIDER

The Provider awarded the contract shall act as the prime Provider and shall assume full responsibility for the successful performance under the contract. The Provider shall be considered the sole point of contact with regard to meeting all requirements of the contract. All Sub-Providers will be subject to advance review by Lake EMS in regards to competency and security concerns. After the award of the contract no change in Sub-Providers will be made without the consent of Lake EMS. The Provider shall be responsible for all insurance, permits, licenses, and related matters for any and all Sub-Providers. Even if the Sub-Provider is self-insured, Lake EMS may require the Provider to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against Lake EMS because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the Provider of duty to perform, or give rise to any right to damages or additional compensation from Lake EMS. The Provider's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the Provider for hindrances or delays due solely to fraud, bad faith, or active interference on the part of Lake EMS.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual

unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the Provider hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Providers are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the Provider pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the Provider by Lake EMS upon request

RFP TITLE: Lake EMS System Medical Director

NOTES:

- **Providers are advised to visit our website at <http://www.lakecountvfl.gov> and register as a potential Provider. Providers that have registered on-line receive an e-mail notice when Lake EMS issues a solicitation matching the commodity codes selected by a Provider during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this RFP.

PRICING SECTION

Item 1: Perform all effort related, and necessary to successfully complete, all tasks stated within RFP Section 2, Scope of Services:

\$ _____ Professional Services (Annually)

\$ _____ Liability/Professional/Auto/Workers Comp Insurance (as required in section 1.8)

\$ _____ Total Proposed Annual Cost

Provider is to insert the following entries in the spaces provided above:

The Provider will be authorized to bill on a monthly basis as described in provision 1.7 of this Request for Proposals.

Providers are advised that the price stated above, or as amended during the evaluation process (see following paragraph), shall form the fixed price for completion of all required effort.

Responding Providers are further advised that after initial review of all responses, Lake EMS reserves the right to fully define the scope and timeframe of services to be performed with Providers determined to be within the competitive range for award, and to request best and final offers for completion of the finalized scope within a stated timeframe.

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with Lake EMS.
- The undersigned Provider acknowledges that award of a contract may be contingent upon a determination by Lake EMS that the Provider has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

Certification Regarding Acceptance of Lake EMS Electronic Payable Process

The Provider will accept payment through Lake County's VISA- based electronic payment system: Yes No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake EMS awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

General Provider Information and Proposal Signature:

Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
 Signature: _____ Date: _____
 Print Name: _____ Title: _____

Award of Contract by Lake EMS: (Official Use Only)

By signature below, Lake EMS confirms award to the above-identified Provider under the above identified solicitation. A separate purchase order will be generated by Lake EMS to support the contract.

Provider awarded as:

Sole Provider Pre-qualified pool Provider based on price
 Pre-qualified pool Provider (spot bid) Primary Provider for
 Secondary Provider for items: _____
 items: _____ Other status: _____
 Signature of authorized Lake EMS _____
 official: _____ Date: _____
 Printed name: _____ Title: _____
 Purchase Order Number assigned to this contract for billing purposes: _____

Attachment 1:	FAC 64J-1.004 Medical Direction
Attachment 2:	FSS 401.265

64J-1.004 Medical Direction.

(1) Each ALS, BLS or air ambulance provider shall maintain on file for inspection and copying by the department its current contract for a medical director by which it employs or independently contracts with a physician qualified pursuant to this section to be its medical director.

(2) There is no standard format for a medical director's contract, however, in drafting such an instrument, the following provisions may be addressed:

(a) Name and relationship of the contracting parties.

(b) A list of contracted services inclusive of medical direction, administrative responsibilities, professional membership, basic and advanced life support review responsibilities, and reporting requirements.

(c) Monetary consideration inclusive of fees, expenses, reimbursement, fringe benefits, clerical assistance and office space.

(d) Termination clause.

(e) Renewal clause.

(f) Provision for liability coverage.

(g) Effective dates of the contract.

(3) Qualifications:

(a) A medical director shall be a Florida licensed M.D. or D.O.

(b) In addition to all other provisions applicable to medical directors in this rule, an air ambulance medical director shall be knowledgeable of the aeromedical requirements of patients and shall evaluate each patient in person or by written protocol prior to each interfacility transfer flight for the purpose of determining that the aircraft, flight and medical crew, and equipment meet the patient's needs.

(c) A medical director shall be board certified and active in a broad-based clinical medical specialty with demonstrated experience in prehospital care and hold an ACLS certificate or equivalent as determined in Chapter 64J-1.022, F.A.C. Prehospital care experience shall be documented by the provider.

(d) A medical director shall demonstrate and have available for review by the department documentation of active participation in a regional or statewide physician group involved in prehospital care.

(4) Duties and Responsibilities of the Medical Director.

(a) Develop medically correct standing orders or protocols which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. The medical director shall issue standing orders and protocols to the provider to ensure that the provider transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region. The medical director or his appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include in addition to the development of protocols and standing orders, direction to personnel of the provider as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(3), F.S.

(b) Develop and implement a patient care quality assurance system to assess the medical performance of paramedics and EMTs. The medical director shall audit the performance of system personnel by use of a quality assurance program to include but not be limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures. The medical director shall be responsible for participating in quality assurance programs developed by the department.

(c) With the exception of BLS medical directors each ALS or air ambulance service medical director shall possess proof of current registration as a medical director, either individually or through a hospital, with the U.S. Department of Justice, DEA, to provide controlled substances to an EMS provider. DEA

registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with each ALS or air ambulance provider and shall be readily available for inspection.

(d) Ensure and certify that security procedures of the EMS provider for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, F.S., and Chapter 64F-12, F.A.C.

(e) Create, authorize and ensure adherence to, detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances by the provider.

(f) Notify the department in writing of each substitution by the EMS provider of equipment or medication.

(g) Assume direct responsibility for: the use of an automatic or semi-automatic defibrillator; the use of a glucometer; the administration of aspirin; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT. The medical director shall ensure that the EMT is trained to perform these procedures; shall establish written protocols for the performance of these procedures; and shall provide written evidence to the department documenting compliance with provisions of this paragraph.

(h) An EMT employed by a licensed ALS provider is authorized to start a non-medicated IV under the following conditions:

1. A non-medicated IV is initiated only in accordance with department approved protocols of the licensed ALS provider's medical director. These protocols must include a requirement that the non-medicated IV be initiated in the presence of a Florida certified paramedic (of the same licensed provider) who directs the EMT to initiate the IV.

2. If the licensed ALS provider elects to utilize EMTs in this capacity, the licensed EMS provider shall ensure that the medical director provides training at least equivalent to that required by the 1999 U.S. D.O.T. EMT-Intermediate National Standard Curriculum relating to IV therapy which is incorporated by reference and available from the Superintendent of Documents, Post Office Box 371954, Pittsburg, PA 15250-7954. The licensed EMS provider shall document successful completion of such training in each EMTs training file and make documentation available to the department upon request.

(i) Ensure that all EMTs and paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule 64J-2.004, F.A.C., for adult trauma patients and Rule 64J-2.005, F.A.C., for pediatric trauma patients.

(j) Develop and revise when necessary TTPs for submission to the department for approval.

(k) Participate in direct contact time with EMS field level providers for a minimum of 10 hours per year. Notwithstanding the number of EMS providers served by the medical director, direct contact time shall be a minimum of 10 hours per year per medical director, not per provider.

(l) Medical Directors of a training program shall:

1. Be responsible for the instruction of the Department of Transportation (DOT) approved training program for EMTs and paramedics.

2. Have substantial knowledge of the qualifications, training, protocols, and quality assurance programs for the training facility.

3. Maintain current instructor level training in Advanced Cardiac Life Support (ACLS), or equivalent, or Advanced Trauma Life Support (ATLS), maintain provider or instructor level training in International Trauma Life Support (ITLS), Prehospital Trauma Life Support (PHTLS), or Advanced Trauma Life Support (ATLS); and Advanced Pediatric Life Support (APLS), Pediatric Advanced Life Support (PALS), Pediatric Education for Prehospital Professionals (PEPP), or Emergency Pediatric Care (EPC).

4. Act as a liaison between training centers, local EMS providers and hospitals.

5. Participate in state and local quality assurance and data collections programs.

6. The EMS training center shall by contract, require such medical director to be available 4 hours per

month for classroom teaching or review of student performance, and participate in direct contact time with EMS field level providers for a minimum of 10 hours per year. Notwithstanding the number of training centers or EMS providers served by the medical director, direct contact time shall be a minimum of 10 hours per year per medical director, not per training center.

7. The training program shall provide written documentation to the Department that confirms the Medical Director has reviewed and approved all policies, procedures, and methods used for the orientation of instructors and preceptors.

8. The training program shall provide written documentation to the Department that confirms the Medical Director has reviewed and approved all student testing procedures, evaluators and assessment tools used for each comprehensive final written (cognitive) and practical examination (psychomotor skills) for EMT and paramedic students. The Medical Director shall review each student's performance on the comprehensive final written (cognitive) and practical examination (psychomotor skills) before certifying a student has successfully completed all phase of the educational program and EMTs are proficient in basic life support techniques and paramedics are proficient in advanced life support techniques.

(5) The medical director of a licensed EMS provider may authorize paramedics under his or her supervision to perform immunizations pursuant to a written agreement with a County Health Department in the county in which the immunizations are to be performed. Should the medical director elect to utilize paramedics in this capacity, he or she shall verify on DH Form 1256, Certification of Training, December 2008, which is incorporated by reference and available from the department, that each paramedic authorized to administer immunizations has completed training consistent with that of other staff giving immunizations in the County Health Department as required by the Director of that County Health Department.

Rulemaking Authority 381.0011, 395.405, 401.265, 401.272, 401.35, 499.05 FS. Law Implemented 401.23, 401.24, 401.25, 401.26, 401.265, 401.27, 401.281, 401.2915, 401.30, 401.34, 401.35, 401.41, 401.411, 499.005 FS. History—New 8-7-89, Amended 6-6-90, 12-10-92, 1-26-97, Formerly 10D-66.0505, Amended 8-4-98, 1-3-99, 2-20-00, 4-15-01, 11-19-01, 10-24-05, 12-18-06, Formerly 64E-2.004, Amended 5-27-10.

401.265 Medical directors.—

(1) Each basic life support transportation service or advanced life support service must employ or contract with a medical director. The medical director must be a licensed physician; a corporation, association, or partnership composed of physicians; or physicians employed by any hospital that delivers in-hospital emergency medical services and employs or contracts with physicians specifically for that purpose. Such a hospital, physician, corporation, association, or partnership must designate one physician from that organization to be medical director at any given time. The medical director must supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for that emergency medical services system. The medical director must perform duties including advising, consulting, training, counseling, and overseeing of services, including appropriate quality assurance but not including administrative and managerial functions.

(2) Each medical director shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under his or her supervision. If the medical director has reasonable belief that conduct by an emergency medical technician or paramedic may constitute one or more grounds for discipline as provided by this part, he or she shall document facts and other information related to the alleged violation. The medical director shall report to the department any emergency medical technician or paramedic whom the medical director reasonably believes to have acted in a manner which might constitute grounds for disciplinary action. Such a report of disciplinary concern must include a statement and documentation of the specific acts of the disciplinary concern. Within 7 days after receipt of such a report, the department shall provide the emergency medical technician or paramedic a copy of the report of the disciplinary concern and documentation of the specific acts related to the disciplinary concern. If the department determines that the report is insufficient for disciplinary action against the emergency medical technician or paramedic pursuant to s. 401.411, the report shall be expunged from the record of the emergency medical technician or paramedic.

(3) Any medical director who in good faith gives oral or written instructions to certified emergency medical services personnel for the provision of emergency care shall be deemed to be providing emergency medical care or treatment for the purposes of s. 768.13(2).

(4) Each medical director who uses a paramedic or emergency medical technician to perform blood pressure screening, health promotion, and wellness activities, or to administer immunization on any patient under a protocol as specified in s. 401.272, which is not in the provision of emergency care, is liable for any act or omission of any paramedic or emergency medical technician acting under his or her supervision and control when performing such services.

(5) The department shall adopt and enforce all rules necessary to administer this section.

History.—ss. 6, 25, ch. 82-402; ss. 12, 13, ch. 83-196; s. 8, ch. 88-186; s. 15, ch. 89-275; s. 13, ch. 89-283; s. 70, ch. 89-374; ss. 8, 36, ch. 92-78; s. 34, ch. 93-211; s. 793, ch. 95-148; s. 45, ch. 97-237; s. 3, ch. 98-87; s. 20, ch. 98-151