REQUEST FOR PROPOSALS

Operation of the County's
Emergency Medical Services [EMS] Program

RFP # 2014-09-01

Date of Issue: September 8, 2014

CAMDEN COUNTY BOARD OF COMMISSIONERS
P.0. Box 190
Camden, NC 27921

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Section.1 Introduction

1.1 Purpose

Camden County is seeking proposals from qualified, North Carolina-permitted ambulance providers to provide emergency ambulance service for defined areas within its 242 square mile territory. The successful bidder, as determined by the County, will be required to provide these services in the manner described in this Request for Proposals (RFP) for an initial contract term of three (3) years.

The overall objective of Camden County is to provide emergency medical services staffing at the advanced life support (ALS) level within the designated legal boundaries of the County 24 hours per day and 365 days per year.

Bidders shall be responsible for determining the number of EMS "crews" necessary to meet the performance standards established in this Request for Proposal. A "crew" shall consist of two EMS providers- one emergency medical technician-paramedic and one emergency medical technician-basic, with **strong preference** for this second crew member to be credentialed at the intermediate level.

In addition to EMS provider staffing, the County desires the successful bidder to provide billing and collections services in its response to this RFP.

This RFP solicits proposals for personnel only. Selected bidder shall have access to and use of facilities, equipment, and supplies of the Camden County Volunteer Rescue Squad.

1.2 Background Information

Since March 2003, emergency medical services have been provided via an interlocal agreement between Camden County and neighboring Pasquotank County (i.e. Pasquotank-Camden Emergency Medical Services). The annual number of EMS calls dispatched within Camden County for fiscal years (July 1-June 30) 2011-2014 are as follows:

FY 2010-2011	460
FY 2011-2012	621
FY 2012-2013	715
FY 2013-2014	731

Over this four year period, the breakdown of those calls by the County's currently designated response subcategories were approximately 51% for Advanced Life Support; 21% for Basic Life Support; 20% Refusal; and 8% No Transport/Cancelled Enroute.

1.3 Service Area

Camden County is a predominately rural county of approximately 10,100 residents. Camden County is located in northeastern North Carolina and bordered to the north by the state of Virginia, Currituck County to the east, Pasquotank and Gates Counties to the west, and the Albemarle Sound to the south. Although outside the state borders, Camden County's economy draws from the Hampton Roads region (Norfolk, Chesapeake, Virginia Beach). It is a short drive from the North Carolina Outer Banks, Downtown Norfolk, and Chesapeake, Virginia.

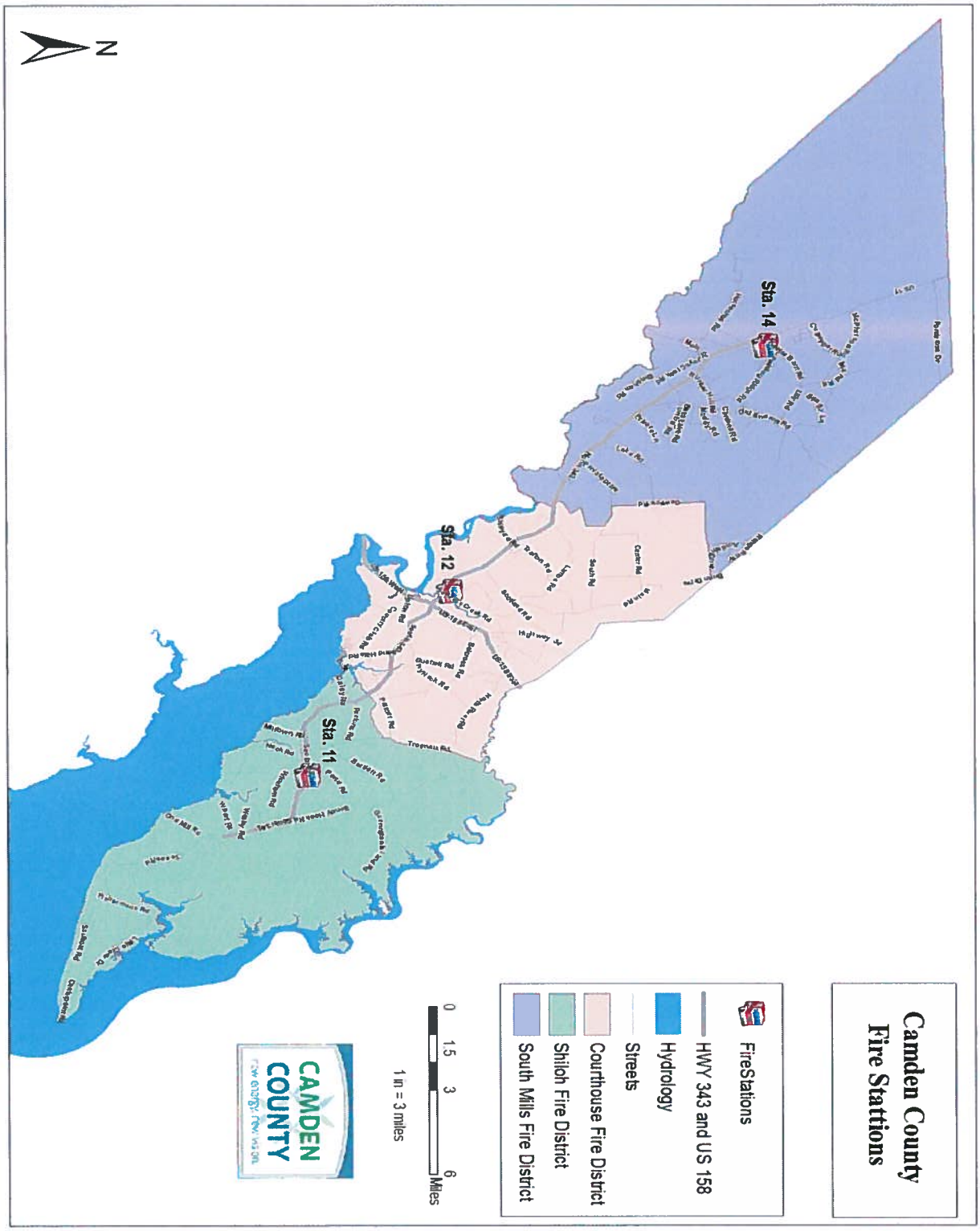
The county consists of approximately 150,557 acres or 242 square miles. No formally incorporated municipalities are located in Camden County, excepting a small area of commercial and residential properties serviced by the City of Elizabeth City. In 2006, the County approved an ordinance via referendum to create a unified government that incorporated the former townships of South Mills, Camden, and Shiloh into the County. These townships comprise the three core community areas: South Mills in the north, Camden in the center of the county, and Shiloh Village near the south end. The Great Dismal Swamp, the largest swamp in the nation, covers the northern section of the County. Please refer to area map on the following page.

1.4 Area Hospitals

Albemarle Sentara Hospital is the County's primary hospital and is located in adjacent Elizabeth City/Pasquotank County. And, while most patients are transported to Albemarle Sentara Hospital in Elizabeth City, the Chesapeake Regional Medical Center is located approximately 26 miles from Camden County. The closest certified Trauma Center (Level 1) is Sentara Norfolk General Hospital which is approximately 37 miles from the South Mills Volunteer Fire Department facility (Station 14).

1.5 Ordinance Regulating EMS and Ambulance Providers

In 1985, the Board of County Commissioners adopted an Ambulance Service ordinance regulating emergency medical service and stipulating the requirements for granting franchises to emergency medical services and ambulance operators. This ordinance identifies the requirements and process for prospective Service Providers to obtain a franchise to provide emergency medical services or to provide non-emergency/convalescent transportation of patients within Camden County. Subsequently, the Pasquotank-Camden EMS is currently providing various levels of non-emergency ambulance transportation within the County. A copy of the ordinance is included in the Appendix to this document.



Fire Station Locations

1.6 EMS Base Facilities

Camden County is currently in discussions with the two volunteer fire districts, South Mills Volunteer Fire Department and South Camden/Shiloh Volunteer Fire Department, regarding the use of their respective facilities for the staging of personnel of the Service Provider that is selected. The newest fire station facility, Station #11, was completed in 2013 and is located in Shiloh Township. Station #12, located in Courthouse Township, also houses equipment and personnel of the South Camden/Shiloh Volunteer Fire Department. Station #14, completed in 2012, is the primary operations facility of the South Mills Volunteer Fire Department.

Section 2. Proposal Information

2.1 Issuance

The development and publication of this RFP was at the direction and approval of the Camden County Board of County Commissioners who will ultimately make the final decision to contract with the to-be designated EMS Service Provider. The County Manager, fire chiefs of the South Mills and South Camden/Shiloh Volunteer Fire Departments, and other County administrative staff designated by the Manager will be responsible for reviewing the proposals received and making a recommendation to the Board of Commissioners.

2.2 Communications with the County

From the issue date of this RFP until award announcement, the Camden County Manager will serve as the County's liaison with prospective Service Providers throughout the entire proposal period. Service Providers may contact only the Camden County Manager. Questions related to this RFP must be submitted in writing via e-mail and be received no later than 5:00 pm, Eastern Standard Time, Wednesday, October 15, 2014. Also, any e-mail request for information must include company name, contact name, address, telephone number, and the RFP name and number. Verbal or in—person questions related to this RFP will be accepted only during the Pre-Proposal Conference identified in Section 2.5.

2.3 Internet Availability

This RFP will be posted and accessible on the County's website homepage at http://www.camdencountync.gov. Applicants are advised to check the site periodically for amendments to this RFP, particularly if the prospective Service Provider downloaded the RFP from the Internet initially. Service Providers who requested/received this RFP via mail from the County will automatically receive amendments. Note that no online submittals of the proposal will be accepted.

2.4 Pre-Proposal Conference

The date of issuance of this RFP is September 8, 2014. A mandatory Pre-Proposal Conference has been scheduled for Wednesday, September 24, 2014 at 2:00 p.m. in the conference room of the Camden County Administration Building located at 330 US HWY 158 East in Camden, NC. Firms wishing to respond to this RFP will be expected to have a representative present.

The purpose of the conference is to discuss with prospective providers the services being requested of them and allow them an opportunity to ask questions regarding the RFP. Verbal discussions at the pre-proposal conference shall not be considered part of the RFP unless confirmed in writing by the County following the conference and incorporated into this RFP as an addendum.

Questions asked at the conference that cannot be immediately answered during the conference may be deferred to enable County staff time to research, clarify or otherwise adequately address the question. A copy of the questions and the corresponding answers will be sent to Service Providers who attend the pre proposal conference.

2.5 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the County reserves the right to change the dates.

Issue RFP September 8, 2014
Pre Proposal Conference September 24, 2014
Questions Due October 15, 2014
Response to Questions Issued October 22, 2014
Bid Proposals Due November 7, 2014
Proposal Evaluations/Committee Recommendation November 21, 2014
Board of Commissioners Vote on Recommendation December 15, 2014
Contract Negotiations Completed January 15, 2015
Final Contract Vote by Board of Commissioners February 2, 2015
Pre-Deployment Conference March 2, 2015
Contract Commencement June 30, 2015

2.6 Submission of Proposals

Proposals must be received by 2:00pm, November 7, 2014. Proposals will be prepared in the format suggested in this RFP and be delivered to:

Camden County Board of County Commissioners
ATTN: Michael Renshaw
Camden County Manager
PO Box 190
Camden, NC 27921

Office: 252-338-6363 ext 102
e-mail: mrenshaw@camdencountync.gov

The County must receive all proposals at the County Manager's Office, by 2:00 pm, Eastern Standard Time, November 7, 2014. This is a **mandatory requirement** and will not be waived by the County. Any bid proposal received after this deadline will be rejected and returned to the Service Provider. Service Providers mailing proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the Service Provider's responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the proposal. Electronic mail and faxed bid proposals will not be accepted. Service Providers must furnish all information necessary to enable the County to evaluate adequately their submitted proposal. Proposals that fail to meet the mandatory requirements of the RFP may be disqualified. Verbal information provided by the Service Provider shall not be considered part of the Service Provider's proposal

2.7 Proposal Copies

The County requests that the Service Provider submit, printed and bound, one (1) designated "original" and ten (10) copies of the proposal. The package containing the proposals must be sealed and labeled with the Service Provider's name, address and contact phone number and marked "Confidential – Camden County Emergency Medical Services RFP-#2014-09-01".

2.8 Cover Letter with Signature

A cover letter, which will be considered an integral part of the proposal, must be signed by the individual(s) who is (are) authorized to contractually bind the Service Provider. Each signature must indicate the classification or position that the individual holds in the firm. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or potential contract issues. For each listed individual, include the name, title, address, telephone number, and e-mail address.

2.9 Definitions

EMS terminology is used throughout this document. All terms are defined pursuant to Chapter 131E, Article 7 of the North Carolina General Statutes entitled, "Regulation of Emergency Medical Services, " and Title 10A, Subchapter 13P, Section .0102 of the North Carolina Administrative Code entitled "Emergency Medical Services and Trauma Rules", which definitions are incorporated by reference as if fully set out herein.

Section 3. General Terms & Conditions

3.1 Questions and Requests for Clarification

Service Providers are invited to submit written questions and requests for clarifications regarding the RFP. The questions or requests for clarifications must be in writing via e-mail and received by the County Manager's Office before 5:00 pm, Eastern Standard Time, October 15, 2014. Oral questions will not be permitted. If the questions, or requests for clarification, pertain to a specific section of the RFP, the page and section number(s) must be referenced. All submitted questions and the County's corresponding responses to those questions or requests for clarification will be e-mailed to all perspective providers who the County is aware has received an RFP; on or before October 22, 2014. The County assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP as addenda.

3.2 Reference Checks

The County shall have the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in this proposal, and to discuss the Service Provider's qualifications.

3.3 Information from Other Sources

The County shall have the right to obtain and consider information from other sources concerning
a Service Provider, such as the Service Provider's capability and performance under other contracts.

3.4 Verification of Bid Proposal Contents

The content of a proposal submitted by a prospective Service Provider is subject to verification. Misleading or inaccurate responses may result in disqualification.

3.5 Criminal History and Background Investigation

The County shall have the right to conduct criminal history and other background investigations of the Service Provider, its officers, directors, shareholders, or partners, as well as managerial, supervisory, and line personnel retained by the Service Provider for the performance of the contract.

3.6 Bid Proposal Content Clarification

The County reserves the right to contact a Service Provider after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Service Provider has provided goods or services to the County or any other political subdivision

wherever located, or requests for corrective pages in the Service Provider's bid proposal. The County will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the Service Provider is offering to the County. An individual authorized to legally bind the Service Provider shall sign responses to any request for clarification. Responses shall be submitted to the County within the time specified in the County's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

3.7 Conflicts of Interest

Service Providers must disclose any potential conflicts of interest that the Service Provider may have
due to other clients, contracts, or interests associated with the services addressed in this RFP.

3.8 Financial Stability

Service Providers will include, in the Technical Proposal section of the proposal submittal (Section 6.2), the most recent and complete audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish the services requested in accordance with the terms and conditions of the requirements listed in this RFP. The County will make the final determination as to the Service Provider's ability to do so.

3.9 Service Provider Default

The County, reserves the right, in case of Service Provider default, to procure the services from other sources and hold the defaulting Service Provider responsible for any costs occasioned thereby. If a Service Provider's default is due to a failure to perform, the County reserves the right to remove the Service Provider from the County's Service Providers list for up to twenty-four (24) months.

3.10 Restrictive or Ambiguous Specifications

Each prospective Service Provider will be solely responsible for reviewing the entire RFP packet and to notify Camden County if the specifications are formulated in a manner that would appear to unnecessarily restrict competition. Any such question regarding the specifications or proposal procedures must be received in the Camden County Manager's Office not less than ten (10) business days prior to the time set for the receipt of proposals by the County. These requirements also apply to specifications that may be interpreted as ambiguous.

3.11 Subcontracting

The County will award this proposal to provide Emergency Medical Services to one Service Provider. The successful Service Provider may not subcontract the award or any part thereof without the prior written consent of the Camden County Board of Commissioners.

3.12 Proposal Format

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated Service Provider. This information may be appended to the proposal evaluation process results. Information regarding a Service Provider from reliable sources, and not within the Service Provider's proposal, may also be noted and made part of the evaluation file. The County shall be responsible for determining a reliable source.

The County reserves the right to conduct written and/or oral discussions/interviews with any of the Service Providers presenting proposals after the proposals are opened. The purpose of such discussions/interviews will be to provide clarification and additional information upon which an informed decision can be made with regards to an award that is in the best interest of the County.

3.13 Omission of Information

Perspective Service Providers are cautioned that failure to include any information requested may be just cause for rejection of the proposal.

3.14 Award

While the County is considering the proposals submitted and the subsequent contract for the services requested, **it will not be bound to award a contract**.

3.14.1 Award will be made to the Service Provider offering the most advantageous proposal. The County will not be obligated to accept the lowest priced proposal, but will make an award based on what it determines to be the best interests of the County after all factors, both technical and price related, have been evaluated.

3.14.2 The County will contact and evaluate the Service Provider's references; contact any Service Provider to clarify any response; contact any current users of a Service Provider's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

3.14.3 It is possible that an award may be made without discussion or contact concerning the proposals received; and possibly without conducting in-person interviews with selected Services Providers. Accordingly, proposals should contain the most favorable terms possible which the Service Provider can submit to the County, from both a price and a technical standpoint. DO NOT ASSUME that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

3.14.4 Award will be by means of a written notification to the successful Service Provider. Following which, A Notification of Intent to Award will be sent to all Service Providers who submitted proposals. Negotiations with the selected Service Provider will be confidential and not

subject to disclosure to competing Service Providers.

3.15 Cost Proposal

The County would prefer to pay no subsidy for the services requested beyond that revenue which the Service Provider will collect from services billed, however all proposals will be considered.

Section 4. Obligations, Rights, and Remedies

4.1 Contract Terms

The contents of the proposal submitted by the successful Service Provider will become contractual obligations. The RFP and proposal submitted will be attached and become part of the contract between the County and the selected Service Provider. The County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's interest.

4.2 Incorporation

All specifications, drawings, technical information, the RFP, the proposal award and similar items referred to or attached or which are the basis for the contract may be deemed incorporated by reference as if set out fully in this RFP.

4.3 Alterations or Amendments

No alterations, amendments, changes, modifications or additions to the contract shall be binding on the County without the prior written approval of the County.

4.4 Assignment

The Service Provider will not assign or sub-contract its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written and specific consent of the County.

4.5 Warrant

Service Provider warrants to the County that all services rendered shall conform to the specifications, proposal or other descriptions furnished or incorporated by reference. Service Provider extends to the County all warranties allowed under North Carolina law.

4.6 Severability

If any provision of the contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

4.7 Governing Law

The laws of the State of North Carolina shall govern the contract, and all obligations of the parties are to be performed in Camden County, North Carolina. The Superior Court of Camden County shall have exclusive and concurrent jurisdiction of any disputes that arise under the Contract.

4.8 Default

If the Service Provider fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part of the Contract, the County may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. This is a performance based contract, and liquidated damages may be assessed for non-performance pursuant to section 5.22 of this RFP. The County expressly retains all its rights and remedies provided by law in case of a breach, and no action by the County shall constitute a waiver of any such rights or remedies. In the event of termination for default, the County reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

4.9 Indemnification & Hold Harmless

The Service Provider shall indemnify, defend, save and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature, including but not limited to reasonable attorney's fees, which are incurred, suffered or required to be paid because of, arising out of, or due to breach of the contract by the Service Provider, its suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of the Service Provider, its suppliers, agents or employees.

4.10 Right to Inspect

The County Commissioners and/or their designee(s), reserve the right to make periodic inspections regarding the manner and means in which the contracted services are performed. The County also reserves the right to audit the books of the service provider to the extent of service provided in Camden County.

4.11 Non-Discrimination & Non-Conflict Statement

The Service Provider agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excused from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices of the Service Provider. The Service Provider shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. The Service Provider covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state

employment laws as applicable, including federal E-verify employment. The Service Provider also covenants that it does not engage in any illegal employment practices.

4.12 Conflicts of Interest

The Service Provider covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. The Service Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, the Service Provider or as a consultant to the Service Provider in connection with any work or service contemplated or performed relative to the Contract.

4.13 Books and Records

The Service Provider shall maintain all books, documents, accounting records (these shall include all employee training records, and employee license and certification records) and other evidence pertaining to the services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract period for inspection by County or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Service Provider's cost of acquiring or delivering the services governed by the contract.

Section 5. Service Provider Responsibilities; Terms and Conditions

5.1 Intent

The intent of this RFP is to receive proposals to provide Emergency Medical Services, including the care and transport of patients, with Advanced Life Support (ALS) Ambulance Service for the entire County. Ultimately, the County is seeking the highest quality, most reliable ALS ambulance services at the most reasonable price.

5.1.1 The successful Service Provider will be responsible for providing ambulances for response to 911 calls for requests involving medical emergencies throughout the County coverage area.

5.1.2 The County desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the County and the Service Provider is expected to be one of cooperation and not conflict.

5.1.3 In general the services shall include, but not be limited to, the management and supervision of all Service Provider staff, medical supply and related equipment purchasing, public education,

and all activities regarding billing and collection for services rendered.

5.1.4 The Camden County Manager will, during this procurement process and through the implementation period of the contract for services, serve as the County's designated "EMS Coordinator", and the County's liaison to and with the Service Provider. The County Manager will report to the Emergency Medical Services Advisory Board (EMSAB) on a monthly basis or as otherwise designated by the County with regards to the Service Provider's compliance with the performance standards stipulated in the agreed upon contract.

5.2 Minimum Requirements & Expectations with Regards to Services to be Provided

The Service Provider must assure compliance, at all times and continuously, with North Carolina Statutes regarding licensure of ambulance Service Providers (G.S. 131E-151.1), that vehicles operated as ambulances are properly licensed and permitted by the state (G.S. 131E~156), and that all assigned personnel are certified by the State (G.S. 151E-158); and, particularly, agree to operate in compliance with the applicable sections of Title 10A, Sub-Chapter l3P of the North Carolina Administrative Code (NCAC) "Emergency Medical Services and Trauma Rules"; that will apply under the provisions of its contract with Camden County, along with all future statutory and administrative requirements of EMS providers.

5.2.1 The Service Provider will provide and pay for all administrative and professional personnel in its employ, including those responsible for billing for the services rendered, all appropriate insurance coverages, required office materials, training supplies and materials, and medical supplies and equipment necessary to respond to emergency medical calls referred to the Service Provider by the County.

5.2.2 The Service Provider will allow ambulances and crews to be dispatched and monitored by the Pasquotank-Camden-Elizabeth City Central Communications Center.

5.2.3 The Service Provider must apply for, secure, and renew all licenses, permits, certificates or similar approvals which are or may be required by the State of North Carolina or the North Carolina Office of Emergency Medical Services (NCOEMS); and provide copies of all licenses to the County Manager or his/her designee.

5.2.4 The Service Provider will accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

5.2.5 The Service Provider will provide services as described in this RFP to all persons within the service area defined; i.e. Camden County.

5.2.6 Once fees for services to be billed are agreed upon and approved by the County, they will remain in force, without escalation, for the first full year of the Service Providers contract. After the first year, the Service Provider may annually adjust its fees for service by a percentage equal to the most recently published 12-month percent change

in the medical care CPI. The specific percent change to be used is the unadjusted CPI-U for medical care in the South Region, Area Size D, as published by the Bureau of Labor Statistics on its web site at www.bls.gov/cpi.

5.2.7 The Service Provider will provide a "standby" ambulance and emergency medical personnel within the County upon request of the Pasquotank-Camden-Elizabeth City Emergency Management Coordinator, when there is reason to believe a life threatening public emergency presently exists or is imminent within the County which includes standing-by at fire, rescue, law enforcement and hazardous materials response incidents. This shall be within the guidelines approved by the Emergency Medical Services Advisory Board (EMSAB).

5.2.8 Subject to the Service Providers' reasonable policies and procedures regarding same, the Service Provider shall permit observers from the County. The Service Provider's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

5.2.9 The Service Provider must comply, to the extent applicable to the service it is contracted to provide, with the County's documented Emergency Operations Plans, or successor plans adopted and approved by the Camden County Commissioners and the Pasquotank-Camden-Elizabeth City Office of Emergency Management whenever the provisions of such plan or plans are in effect.

5.2.10 The Service Provider further agrees to participate in a least one (1) community disaster drill per calendar year, as directed by the Pasquotank-Camden-Elizabeth City Office of Emergency Management and as is within the Service Provider's resources and guidelines for such activities.

5.2.11 The Service Provider may not offer incentives, by way of additional salaries or wages, or compensated leave of absence to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

5.3 Transport

The Service Provider will provide emergency patient transport services to the appropriate health care facility or other location for all persons in the service area. If the patient requires advanced care beyond the capabilities of area facilities, the patient will be transported to the closest appropriate facility as long as in doing so the transport activity will not jeopardize the patient's health.

5.4 Notification

The County Manager must be notified immediately whenever the following occurs: Any single incident or accident that requires the response of two (2) or more ambulances; mass casualty incidents; or a motor vehicle accident involving a Service Provider operated ambulance.

5.4.1 The County Manager, and/or an otherwise so designated County employee, will have the ability to log on to the NCOEMS (CIS and/or PREMIS) website [with no ability to change reports] to access and review the Service Provider's incident reporting and performance data as filed with and available via OEMS.

5.4.2 The County Manager must be notified in writing within forty-eight (48) hours whenever the following occurs: The employment or assignment of any new person involved in the delivery of emergency medical services as contracted; the notification will provide necessary certification paperwork; the separation/termination or the change of status of any of the Service Provider's employees involved in the delivery of services related to the contract; and, any change(s) in the Service Provider's management or supervisory personnel or organizational structure.

5.4.3 The Service Provider will notify the Pasquotank-Camden-Elizabeth City Communications Center dispatch personnel, via e-mail, the names of personnel and their unit assignment at the start of each shift. This will include shift supervisors.

5.5 Availability of EMS Service

In Section 5.12 the County states that this procurement is to result in a performance based contract for emergency medical services. Section 6.2, Technical Proposal, offers the Service Provider the opportunity to discuss how it expects to meet and/or exceed the County's service expectations.

5.5.1 Subsequently, in addition to compliance with the legal EMS system requirements and rules addressed in Section 5.2; the minimum performance requirements upon which the Service Provider should calculate its' ambulance staffing requirements; i.e. availability; should be based at the very least on meeting the following criteria:

5.5.1.1 There is staffing available to deliver ALS-level emergency medical services 24 hours per day 7 days per week.

5.5.1.2 That the Service Provider responds to 100 percent of all calls to which it is dispatched.

5.5.1.3 That the total response time to all incidents to which the provider is dispatched (i.e. time of dispatch-to-time of arrival on scene) be no more than twelve (12) minutes to 90 percent of all calls.

5.5.1.4 That the interval response time commonly referred to as "chute time" or "turn-out" time; i.e. time of dispatch-to-time that on-board ambulance personnel communicate to the Communications Center that they are "enroute" (wheels moving); shall be no greater than ninety (90) seconds for at least 90% of all calls.

5.6 Response Time

As used herein, the term "emergency request" shall include any response by the Service Provider under the contract or any emergency service request received by the Service Provider from the Pasquotank-Camden-Elizabeth City Communications Center.

5.6.1 Response to emergency requests shall be determined to commence the moment the Service Provider's ambulance is notified of the emergency service request; i.e. "dispatched". The Service Provider will be responsible in each instance to notify the Communications Center that they are responding to the emergency service request with their reference "enroute" communication.

5.6.2 Note that if, in any monthly period, the Service Provider fails to respond to an emergency request, or fails to respond within the minimum time intervals and requirements stipulated in 5.6.1 there may be non-performance liquidated damages assessed; per Section 5.22.

5.6.3 For purposes of determining the Service Provider's compliance with the response time intervals set forth in this RFP, every emergency request for ambulance service shall be counted except as follows:

- Requests during a disaster, locally or in a neighboring jurisdiction that a Service Provider's ambulance is dispatched to.

- An inclement weather condition exists.

5.6.4 The response to an emergency request may also be excluded when the County Manager and/or Emergency Medical Services Advisory Board (EMSAB) determines there is other good cause for an exception.

5.7 Personnel

The Service Provider will be encouraged to employ ALS level EMTs' and administrative and support staff with local knowledge, experience and an understanding of the history of

Camden County as a means of positively facilitating working relationships with volunteer fire departments, law enforcement and the County's citizens.

5.7.1 Both the County and the Service Provider understand that any EMS System requires professional and courteous conduct at all times from the Service Provider's field personnel, middle management, as well as executives. The Service Provider will seek to employ highly trained EMTs and support staff to provide patient care and to oversee the EMS operations it has agreed to provide on a day-to-day basis.

5.7.2 Each EMT will be physically capable of performing the tasks assigned by the Service Provider, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of Service Provider's employees who operate under the contract shall conform to the Service Provider's dress code.

5.7.3 Both the County and the Service Provider understand that training and educational requirements change from time to time for EMTs' as new protocols and medical treatments are approved and implemented by the State. The Service Provider agrees that the cost of such training or education will be the responsibility of the Service Provider and/or its employees.

5.7.4 The Service Provider will utilize reasonable work schedules and shift assignments that allow personnel to work no more than 24 consecutive hours followed by no less than the minimum time off-duty as identified by State and federal FLSA requirements. (If requested by the Provider, the County will consider consecutive shift hours beyond the 24 stipulated, however, only with appropriate regulatory agency documentation allowing such.) The Service Provider will provide working conditions and reasonable benefits that assist in attracting and retaining highly qualified personnel.

5.7.5 The Service Provider will utilize management practices that ensure that field personnel working extended shifts, other part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills while on-duty and providing the services described herein.

5.7.6 The Service Provider shall offer to its employees' a compensation and benefits package designed to attract and retain highly qualified field and administrative/support personnel. Salary and benefits should be comparable to the same positions in the industry and surrounding counties. [Please provide a schedule of compensation and benefits with your proposal; See Section 6.7.3.]

5.7.7 The Service Provider will have in place a program for random drug screening of all personnel providing response under its contract with the County. Further, the Service Provider will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee

suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

5.7.8 Should complaints arise regarding the level of care, ambulance response, or employee actions or lack of action, they will be forwarded to the Service Provider by the County Manager or his/her designee and must be answered within 48 hours and include actions taken, including disciplinary action and/or other corrective measures.

5.7.9 It will be very important that employees of the Service Provider strive to gain proficient knowledge of the streets and highways within the County (coverage area) in order to choose the quickest, most direct route to the scene of any emergency to which they are called.

5.7.10 The Service Provider will provide a mechanism or approved method for monitoring driver performance for all ambulances providing service under the contract. The County is to be provided with reports on driver performance as requested by the County Manager and the Emergency Medical Services Advisory Board (EMSAB).

5.7.11 Service Provider will have staff available either "on-site" or via a toll free phone number, capable of discussing and resolving any billing questions that may arise.

5.8 Quality Improvement

The Service Provider will develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program for review to the County Manager and the Emergency Medical Services Advisory Board (EMSAB) prior to commencement of the contract.

5.9 First Responders

It is important that the perspective Service Provider understand that the volunteer fire departments within Camden County currently do not function as Medical First Responders.

5.10 Insurance Requirements

Upon notification of award, and prior to the County's signature to the ultimate contract that is negotiated, the Service Provider will purchase and provide, via a company or companies licensed to do business in the State of North Carolina, such insurance as will protect the County from claims which may arise or result from the Service Provider's operations under the contract, whether such operations are performed by the Service Provider or by anyone directly or indirectly employed by them, or by anyone for whose acts the Service Provider may be liable.

5.10.1 The insurance required will be written for not less than the limits or liability specified and/or as required by law. All policies shall provide for a 30-day notice to the

County of cancellation or alteration in coverage. The Service Provider shall maintain through the life of the contract; insurance, through insurers rated A- or better by A.M. Best, in the following minimal limits:

- Commercial general liability insurance - $2,000,000 per occurrence and $3,000,000 annual aggregate.
- Professional medical malpractice insurance - $2,000,000 per occurrence and $3,000,000 aggregate.
- Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than $1,000,000 bodily injury by incident; $1,000,000 bodily injury by disease for each employee.
- Personal injury protection (PIP) or medical payment coverage as required by law.
- "Umbrella" coverage in the amount of at least $5,000,000 shall be provided as additional coverage to all underlying liability policies.

5.10.2 A copy of the fully completed endorsement must be provided and is to name Camden County as an "additional insured", identify the policy number, and be signed by the issuers authorized representative.

5.11 Indemnification

The Service Provider agrees to defend, indemnify and hold harmless the County, their officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description, including but not limited to reasonable attorney's fees, incurred, suffered or required to be paid because of the negligence of the Service Provider and arising out of the performance by the Service Provider, its employees, or agent in providing ambulance services under the contract for the County.

5.11.1 The Service Provider expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

5.11.2 The County has no obligation to provide legal counsel or defend the Service Provider in the event that a suit, claim or action of any character is brought by any person not a party to the contract against the Service Provider as a result of or relating to performance or obligations of the services under the contract.

5.11.3 Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Service Provider as a result of or relating to obligations under the contract.

5.11.4 The Service Provider will immediately notify the County of any claim or suit made or filed against the Service Provider regarding any matter resulting from or relating to the Service Provider's obligations under the contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

5.12 Performance Based Contract

A significant aspect of this procurement is the fact that it will result in the award of a performance-based contract. Specifically:

5.12.1 Ambulance response times must meet the response requirements identified in Section 5.5 and 5.6.

5.12.2 The Pasquotank-Camden-Elizabeth City Communications Center will be responsible for dispatching the Service Provider's ambulances under the contract.

5.12.3 Every ambulance unit must at all times be equipped and staffed to operate at the ALS level and respond to all emergency calls received under the contract.

5.12.4 Clinical performance must be consistent with approved medical standards and protocols and the guidelines set forth by the County's Medical Director, the NCOEMS, and the State of North Carolina.

5.12.5 The conduct of personnel assigned must be professional and courteous at all times.

5.12.6 There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

5.12.7 Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to protocols, procedures, performance auditing, and prompt and definitive corrective action.

5.12.8 This is not a level-of-effort contract. A Service Provider who fails to perform will be promptly replaced, in that human lives, and not merely inconvenience or money are at stake. In accepting a Service Provider's offer, the County neither accepts nor rejects the Service Provider's level-of-effort estimates; rather, the County accepts the Service Provider's promise to employ whatever level-of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

5.13 Use of Own Expertise & Judgment

The Service Provider is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", the County means compensation programs, shift scheduling, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal methods which, taken together, comprise the Service Provider's own strategies and tactics for efficient and effective service delivery.

5.13.1 The County desires to promote innovation, efficiency, and superior levels of high performance.

5.14 Costs Incurred in Responding to Proposal

The County will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit here to procure or contract for any services. All costs of proposal preparation will be borne by the Service Provider.

5.14.1 The proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County when received by the County and may be considered public information under applicable law.

5.14.2 The County assumes no liability for any costs incurred by Service Providers during the procurement and selection process.

5.15 Additional Information

The award will be made to the most responsible, responsive and reliable Service Provider, not necessarily that provider that offers the lowest overall cost but the best service to the County and other entities included therein.

5.15.1 Except as otherwise provided in mutual aid agreements the County will contract with a single entity for emergency ambulance/EMS services.

5.15.2 The County will schedule site visits to the Service Provider's facilities or a current operational site in order to assess the capability and ability of the Service Provider to fulfill the requirements of this RFP.

5.15.3 If during the evaluation process, the County is unable to determine a Service Provider's ability to perform, the County has the option of requesting evidence of the Service Provider's ability. The Service Provider will be notified and permitted five working days to comply with any such request.

5.15.4 The County reserves the right to cancel this solicitation at any time, prior to or

after the submittal deadline.

5.15.5 Prospective Service Providers may be invited to make oral presentations to the County Manager and any additional senior staff personnel assigned to review the proposals received.

5.16 Commencement of Contract

At this time it is anticipated that the contract will commence June 30, 2015 at 6:00 a.m.

5.17 Performance Review [See also 5.22 and 5.23 below]

The County Emergency Medical Services Advisory Board (EMSAB) shall conduct a monthly evaluation of the performance of the Service Provider for the first six (6) months of contract and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, the County may conduct intermittent evaluations as directed by the EMSAB, or at such other times as may be specified by the County. This will include but not be limited to issues of compliance with the terms of the contract.

5.17.1 The Service Provider should seek to exceed the performance expectations and minimum requirements identified in this RFP.

5.18 Renewal Option

Upon expiration of the terms the initial contract, it may be renewed upon written agreement between the County and the Service Provider, and will become dependent upon the Service Provider's success in completing the Performance Reviews and meeting the performance standards outlined in this RFP and the contract document originally agreed upon.

5.18.1 The Service Provider's price, at the time of renewal, may be adjusted as provided within the contract agreement.

5.19 Compensation

The County would *prefer* to pay no subsidy requested beyond that revenue which the Service Provider will collect from services billed, however all proposals will be considered.

5.19.1 No additional charges to the County will be allowed unless specified in the RFP.

5.20 Response Time Performance & Reimbursements to County

Following each monthly period of operation (beginning on the first day of each month), and commencing on the first day of operations, the Service Provider will respond to one

hundred percent (100%) of the emergency requests to which it is dispatched, as set forth in the RFP. (Section 5.5.1.2)

5.20.1 Failure of the Service Provider to meet these requirements may result in either a deduction from the Service Provider's monthly operating subsidy, if such subsidy exists, liquidated damages based on the following:

Percent of responses to emergency requests that satisfy stipulated response requirements	Liquidated Damages to County (previous month performance)
95-100%	No Liquidated Damages
85-95%	$ 1,000
75-85%	$ 2,000
<75 %	$ 5,000 and termination review

The Service Provider agrees that the liquidated damages amounts set out above are in lieu of other damages that the County may suffer as the result of the Service Provider failing to meet the performance requirements. The Service Provider agrees that the amount of actual damages arising from such a failure of performance would be impracticable and extremely difficult to determine and that the above liquidated damage sums represent reasonable amounts to compensate the County for damages sustained due to such failure of performance by Service Provider.

5.21 Specific Performance Criteria

Liquidated damages may also be assessed the Service Provider if it is determined, following the monthly performance review, that the Service Provider failed to meet the stipulated minimum response time requirements identified in sub sections 5.6.13 and 5.6.14.

5.22 Interpretations and Clarifications

No oral interpretations will be made to any Service Provider as to the meaning of specific requirements addressed in this RFP. All addenda/RFP amendments will become part of the contract document that is executed.

5.23 Performance Bond

The successful Service Provider must supply a Performance Bond, or irrevocable letter of credit, in the amount of 100% of the yearly subsidy price, if any or $100,000 (whichever is greater) for each year that the contract is in effect. The County reserves the right to reduce bonding requirements. Service Provider shall provide and pay for all costs associated with this bond. Bond reduction will occur only at contract renewal time and is based upon satisfactory contract performance, as determined by the County in its sole discretion.

5.24 Base Locations

As part of the consideration for the Service Provider entering into the Contract, Camden County will provide one or more base locations for staging County-owned and maintained Type III ambulances and Service Provider personnel. The Service Provider will be responsible for maintaining contents coverage on its personal property.

Section 6. Proposal Format

6.1 Instructions

These instructions prescribe the requested format and content (generally) of the proposal and are intended to facilitate a uniform review process.

6.1.1 The proposal shall be typewritten on 8.5" x 11" paper (one side only).

6.1.2 The proposal will be divided into two parts: The Technical Proposal; and, The Cost Proposal.

6.1.3 One (1) original, marked as such, and ten (10) copies of the proposal shall be submitted per the instructions offered in Section 2.7 and 2.8.

6.1.4 If the Service Provider wishes to reference attachments or related materials to support the information requested, reference the material where appropriate and include it in an "Appendix" or "Attachments" section of the proposal at the back of the document.

6.2 Technical Proposal

The following documentation is to be provided:

6.2.1 Transmittal Letter; including signature and title of an officer of the firm/company authorized to contractually bind the Service Provider.

6.2.2 Table of Contents; including page numbers of each major proposal sub-section

6.2.3 Executive Summary; include a brief description of the services the Provider is proposing to offer, together with corresponding statements that demonstrates the provider's understanding and acceptance of the provisions contained in this RFP, and the provider's experience and familiarity with the State of North Carolina Statutes, Administrative Code, and OEMS rules associated with providing Emergency Medical Services within Camden County and the State of North Carolina.

6.2.4 Scope of Work; knowing the minimum EMS system performance requirements (section 5.6.1) and having reviewed the requirements discussed in this RFP, provide a description of the EMS system of services you propose to provide to Camden County.

Minimally, the narrative should address at least the following:

6.2.4.1 The number and position title(s) of the personnel that would staff the Service Provider's Camden County base facilities and be available on a day-to-day basis, to oversee and support EMS operations, address shift assignments, office management, billing, etc. as well as being available to address any questions that may arise regarding incident management, incident response, billing, clinical care provided, etc.

6.2.4.2 The number of personnel you anticipate will be assigned to the County.

6.2.4.3 The level of certification of the personnel that you expect to assign to the County.

6.2.4.4 How the Service Provider will seek to assure that the response and the response time requirements stipulated in this RFP will be met.

6.2.4.5 Incorporating your response to 6.2.4.2-6.2.4.4, describe your initial coverage plan and how the equipment and personnel would be deployed along with any logistical issues you might anticipate confronting; as well, your protocol for requesting coverage plan modifications.

6.2.4.6 Describe your operating procedures with regards to the creation, documentation and maintenance of records; i.e. incidents dispatched, call records, response times, on scene times, miles driven, and billings, rate of collections for services billed, and operations and administrative data.

6.2.4.7 Identify the type of reports and information you would expect to provide the County on a regular basis and indicate whether they would be furnished weekly, monthly, quarterly, etc.

6.2.4.8 Describe how your service will interface with the Pasquotank-Camden-Elizabeth City Central Communication Center.

6.2.4.9 Describe your internal methods of evaluation and on-going quality assurance practices as they relate to the requirements addressed in this RFP.

6.2.4.10 Describe the extent to which you will furnish standby coverage at emergency situations involving possible danger to law enforcement and fire department personnel and/or the public at large.

6.2.4.11 Describe how and the extent to which you would expect to be available to provide standby coverage at public/community events, school sporting events, etc.

6.2.4.12 Describe how you will handle any service inquiries and/or complaints from the community.

6.2.4.13 Describe how you will function in your relationship with the Medical Director.

6.3 Background Information

The service provider shall provide the following general background information:

6.3.1 Name, address, telephone number, fax number and website address of the firm.

6.3.2 Is the company under whose name this proposal is being presented a single individually owned company, a subsidiary of a larger company or organization, or actually an arm of another company "doing business as" the named company submitting this proposal?

6.3.3 Any previous firm names or d/b/a's under which the Service Provider has provided services.

6.3.4 Form of the business entity, i.e., corporation, partnership, etc.

6.3.5 The names of Principal Officers of the firm, position/title, and office location.

6.3.6 State of Incorporation.

6.3.7 The locations and telephone numbers of the major offices or other facilities that may relate to the Service Provider's performance under the terms of this RFP.

6.3.8 Whether the Service Provider is currently registered to do business in North Carolina.

6.4 Experience & Personnel

Identify and provide:

6.4.1 Number of years the Service Provider has been in business.

6.4.2 Number of years of experience with providing the types of services sought by this RFP.

6.4.3 Describe the level of technical experience the Service Provider intends to offer in providing the types of services sought by this RFP.

6.4.4 Letters of reference from, or name, title, telephone and e-mail address of, no less than three (3) current or previous clients knowledgeable of the Service Provider's current/past performance in providing services similar to those described in this RFP.

6.4.5 Provide the names, credentials and experience of the key personnel, including the site manager, who will be assigned to this contract.

6.5 Financials

Include the following:

6.5.1 The Name, title/position and contact information of three (3) financial references.

6.5.2 A copy of the most recent and complete audited and certified financial statement of the corporation.

6.6 History

6.6.1 During the last five (5) years, has the Service Provider had a contract for services terminated for any reason? If so, please provide details related to the termination.

6.6.2 During the past five (5) years, has the Service Provider been involved in any litigation or legal dispute regarding the services it provides or its performance in doing so? If so, please explain.

6.6.3 During the past five (5) years, has the service provider declared or filed for bankruptcy?

6.7 Cost Proposal

Based on the information provided in this RFP provide a cost proposal to provide the level of services addressed in this RFP, ***for the first full year of operation***.

6.7.1 With regards to billing for services provided, identify the Service Provider's current rate schedule for the following:

1) ALS Transports
2) BLS Transports
3) Emergency Response- No Transport
4) Mileage Rates
5) Stand By and/or other Services

6.7.2 If you have experienced or use additional or different categories for the billing of services than these that are listed, please elaborate and include the current rates that apply.

6.7.3 Please attach a schedule of the Service Provider's employee compensation and benefits, by position classification.

6.8 Additional Considerations

The RFP did not address convalescent or non-emergency ambulance transports as a designated responsibility of the perspective Service Provider. If this is an area of interest to the Service Provider; i.e. the opportunity to earn additional revenue, please don't hesitate to offer your comments and incorporate this element in the Technical Proposal.

Section 7. Appendix

7.1 County EMS and Ambulance Franchise Ordinance (Existing)

7.2 Proposed County EMS and Ambulance Franchise Ordinance

7.3 Listing of Current Volunteer Fire Department Stations

CAMDEN COUNTY EMS AND AMBULANCE FRANCHISE ORDINANCE (EXISTING)

CHAPTER 111: AMBULANCE SERVICE

§ 111.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AMBULANCE. Any privately- or publicly-owned motor vehicle, aircraft or vessel that is specially designed, constructed or modified and equipped and is intended to be used for and is maintained or operated for transportation on the streets or highways, waterways or airways of the state of persons who are sick, injured, wounded or otherwise incapacitated or helpless.

AMBULANCE ATTENDANT. An individual who has completed a training program in emergency medical care and first aid approved by the State Department of Human Resources and has been certified as an ambulance attendant by the Department of Human Resources, Office of Emergency Medical Services.

AMBULANCE PROVIDER. An individual, firm, corporation or association who engages or professes to engage in the business or service of transporting patients in an ambulance.

APPROVED. Approved by the State Medical Care Commission pursuant to the latter's rules and regulations promulgated under G.S. § 143B-165.

COUNCIL. The Pasquotank-Camden Ambulance Service Board.

COUNTY. The Counties of Pasquotank and Camden.

DISPATCHER. A person who is available at all times to receive requests for emergency service, to dispatch emergency services, and to advise local law enforcement agencies and emergency medical facilities of any existing or threatened emergency.

EMERGENCY and ***EMERGENCY TRANSPORTATION SERVICE.*** The use of an ambulance, its equipment and personnel to provide medical care and transportation of a patient who is in need of immediate medical treatment in order to prevent loss of life or further aggravation or physiological or psychological illness or injury.

EMERGENCY MEDICAL TECHNICIAN or ***EMT.*** An individual who has completed a training program in emergency medical care at least equal to the National Standard Training Program for Emergency Medical Technicians, as defined by the United States Department of Transportation, and has been certified as an emergency medical technician by the Department.

FIRST RESPONDER. An organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

FRANCHISE. A permit issued by the Pasquotank-Camden Ambulance Board and approved by Pasquotank and Camden Counties to a person(s) or corporation for the operation of an ambulance service.

FRANCHISEE. Any person having been issued a franchise by the Pasquotank-Camden Ambulance Service for the operation of an ambulance service.

LICENSE. Any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the state.

NON-EMERGENCY TRANSPORTATION SERVICES. The operation of an ambulance for any purpose other than transporting emergency patients.

OPERATOR. A person in actual physical control of an ambulance which is in motion or which has the engine running.

OWNER. Any person or entity who owns an ambulance.

PATIENT. An individual who is sick, injured, wounded or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

PERSON. Any individual, firm, partnership, association, corporation, company, groups of individuals acting together for a common purpose or organization of any kind, including any governmental agency other than the United States.

RESCUE. Situations where the victim cannot escape an area through the normal exit or under his or her own power.

SECONDARY AMBULANCE PROVIDER. The system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.

(Ord. passed 2-18-85)

§ 111.02 FRANCHISE REQUIRED.

(A) No person either as owner, agent or otherwise, shall furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or non-emergency transportation of patients within the Counties of Pasquotank or Camden unless the person holds a valid permit for each ambulance used in the business or service issued by the State Department of Human Resources, Office of Emergency Medical Services, and has been granted a franchise for the operation of the business or service by the Pasquotank-Camden Ambulance Board and the respective Boards of County Commissioners of Pasquotank and Camden Counties pursuant to this chapter.

(B) No person shall drive an ambulance, attend a patient in one, or permit one to be operated when transporting a patient within the County of Pasquotank or Camden unless he or she holds a currently valid certificate as an ambulance attendant, emergency medical technician, EMT-intermediate or EMT- paramedic issued by the State Department of Human Resources, Office of Emergency Medical Services.

(C) No franchise shall be required for:

(1) Any entity rendering assistance to a franchised ambulance service in the case of a major catastrophe, mutual aid or emergency with which the services franchised by the County Ambulance Service are insufficient or unable to cope;

(2) Any entity operated from a location or headquarters outside of the Counties of Pasquotank or Camden in order to transport patients who are picked up beyond the limits of the Counties of Pasquotank or Camden, to facilities located within the Counties of Pasquotank or Camden, or to pick up patients within the Counties of Pasquotank or Camden for transporting to locations outside the Counties of Pasquotank or Camden; or

(3) Ambulances owned and operated by an agency of the United States Government and the Pasquotank-Camden Ambulance Service.

(Ord. passed 2-18-85)

§ 111.03 APPLICATION FOR FRANCHISE.

(A) Application for a franchise to operate ambulances in the Counties of Pasquotank or Camden shall be made by the ambulance provider upon the forms as may be prepared or prescribed by the Pasquotank-Camden Ambulance Board.

(B) The forms shall contain:

(1) The name and address of the ambulance provider and of the owner of the ambulance(s);

(2) The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating the name or articles of incorporation stating the name;

(3) A resume of the training and experience of the applicant in the transportation and care of patients;

(4) A full description of the type and level of service to be provided including the location of the place or places from which it is intended to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched; (An audited financial statement of the applicant as the same pertains to the operations in the Counties of Pasquotank or Camden, the financial statement to be in the form and in the detail as may be required by the county.)

(5) A description of the applicant's capability to provide for the district covered by the franchise applied for, and for an accurate estimate of the minimum and maximum times for a response to calls within the district; and

(6) Any information the Pasquotank-Camden Ambulance Board shall deem reasonable and necessary for a fair determination of the capability of the applicant to provide ambulance services in the Counties of Pasquotank or Camden in accordance with the requirements of state laws and the provisions of this regulation.

(Ord. passed 2-18-85)

§ 111.04 GRANT OF FRANCHISE.

(A) Prior to accepting applications for the operation of an ambulance service, the Pasquotank-Camden Ambulance Service Board may designate specific service areas as franchise districts. The districts will be established during criteria that includes geographic size, road access, the location of existing medical transportation service, population and response time. The Pasquotank-Camden Ambulance Board shall have the authority to redistrict or rearrange existing districts at any time at their discretion.

(B) Upon receipt of an application for a franchise, the Pasquotank-Camden Ambulance Board shall schedule a time and place for hearing the applicant. Within 30 days after hearing, the Pasquotank- Camden Ambulance Board shall cause the investigation as it may deem necessary to be made of the applicant and his or her proposed operations.

(C) A franchise may be granted by the Pasquotank-Camden Ambulance Board and the Counties of Pasquotank and Camden if they find that:

(1) The applicant shows a reasonable effort to meet state standards and standards outlined in the franchise ordinance;

(2) The proposed service will fit within the existing service so as not to adversely affect the level of service or operations of other franchisees to render service; and

(3) A need exists for the proposed service in order to improve the level of ambulance services available to the residents of the county and that this is a reasonable and cost effective manner of meeting the need.

(Ord. passed 2-18-85)

§ 111.05 TERM OF FRANCHISE.

(A) The Pasquotank-Camden Ambulance Board or Pasquotank and Camden Counties may issue a franchise hereunder to an ambulance provider, to be valid for a term to be determined by the Pasquotank- Camden Ambulance Board, provided that either party as its option, may terminate the franchise upon 60 days' prior written notice to the other party. After a notice of service termination is given, the ambulance provider may reapply for a franchise if continued service is desired.

(B) Upon suspension, revocation or termination of a franchise granted hereunder, the franchised ambulance service immediately shall cease operations. Upon suspension, revocation or termination of a driver's license or attendant's certificate or emergency medical technician certificate, the persons shall cease to drive an ambulance or provide medical care in conjunction with an ambulance service, or attend an ambulance. The franchise shall not or permit an individual to drive an ambulance or provide medical care in conjunction with the ambulance service.

(C) Each franchised ambulance service shall comply at all times with the requirements of this chapter, the franchise granted hereunder and all applicable state and local laws relating to health, sanitation, safety, equipment and ambulance design and all other laws and ordinances.

(D) Prior approval of the Pasquotank-Camden Ambulance Board shall be required where ownership or control of more than 10% of the right of control of franchise is acquired by a person or group of persons acting in concert, none of whom own or control, 10% or more of the right of control, singularly or collectively, at the date of the franchise. By its acceptance of the franchise, the franchisee specifically agrees that any acquisition occurring without prior approval of the Pasquotank-Camden Ambulance Service Board shall constitute a violation of the franchise by the franchisee and shall be cause for termination at the option of the Pasquotank-Camden Ambulance Service Board.

(E) Any change of ownership of a franchised ambulance service without the approval of the Pasquotank-Camden Ambulance Service Board shall terminate the franchise and shall require a new application and a new franchise and conformance with all the requirements of this chapter as upon original franchising.

(F) No franchise may be sold, assigned, mortgaged or otherwise transferred without the approval of the Pasquotank-Camden Ambulance Service Board and a finding of conformance with all requirements of this chapter as upon original franchising. Each franchised ambulance service, its equipment and the premises designated in the application and all records relating to its maintenance and operation, as such, shall be open to inspection by the state, the county or their designated representatives.

(G) A franchise may not be defaced, removed or obliterated.

(Ord. passed 2-18-85)

§ 111.06 STANDARDS FOR DRIVERS AND ATTENDANTS.

Standards for drivers and attendants as developed by the State Medical Care Commission as requirement for certification of ambulance attendants and emergency medical technicians pursuant to G.S. §§ 131E-155 *et seq.* and G.S. §§ 143-507 *et seq.* and shall be applied and the same are incorporated herein by reference.

(Ord. passed 2-18-85)

§ 111.07 STANDARDS FOR VEHICLES AND EQUIPMENT.

Vehicle and equipment standards as developed by the State Medical Care Commission pursuant to G.S. §§ 131E-155 *et seq.* and §§ 143-507 *et seq.* and shall be applied and the same are incorporated herein by reference.

(Ord. passed 2-18-85)

§ 111.08 STANDARDS FOR COMMUNICATION.

(A) Each ambulance vehicle shall be equipped with an operational two-way radio capable of establishing good quality voice communications from within the geographic confines of Pasquotank and Camden Counties to the Hospital Emergency Department in Pasquotank County. Each ambulance vehicle shall be equipped with an operational two-way radio capable of establishing good quality voice communications with the ambulance dispatching agency within the counties and within the geographic confines of Pasquotank and Camden Counties.

(B) Each ambulance provider shall maintain current authorizations or Federal Communication Commission licenses for all frequencies and radio transmitters operated by that provider. Copies of all authorizations and licenses shall be on display and available for inspection per Federal Communication Commission's rules and regulations.

(C) Each base of operations must have at least one open telephone line. Telephone numbers must be registered with each law enforcement agency and communications centers in Pasquotank and Camden Counties.

(Ord. passed 2-18-85)

§ 111.09 INSURANCE.

No ambulance franchise shall be issued under this chapter, nor shall the franchise be valid after issuance, nor shall any ambulance be operated in the Counties of Pasquotank and Camden unless the franchisee has at all times in force and effect insurance coverage, issued by an insurance company licensed to do business in the state for each and every ambulance owned and or operated by or for the ambulance service providing for the payment of damages:

(A) In the sum of $500,000 for injury to or death of individuals in accidents resulting from any cause for which the owned of the vehicle would be liable on account of liability imposed on him or her by law, regardless of whether the ambulance was being driven by the owner or his or her agency; and

(B) In the sum of $50,000 for the loss of or damage to the property of another, including personal property, under like circumstances, in sums as may be required by the state or as approved by the Pasquotank-Camden Ambulance Board. The terms and provisions of this section shall not apply to any ambulances owned and controlled by Pasquotank and Camden Counties that are operated by the Pasquotank-Camden Ambulance Service.

(Ord. passed 2-18-85)

§ 111.10 RECORDS.

Each franchisee shall maintain the following records:

(A) Record of dispatch, showing the time call was received, the time ambulance dispatched, the time arrived on scene, the time arrived at destination, the time in service and the time returned to base;

(B) Trip record, stating all information required in division (A) above, in addition to information on a form approved by the county; (The trip record shall be so designed as to provide the patient with a copy thereof containing all required information. A copy of the trip record may serve as a receipt for any charges paid.)

(C) Daily report logs, maintained for the purpose of identifying more than one person transported in any one day; and

(D) Daily driver and attendant checklist and inspection report, listing contents and description of operations for each vehicle, signed by the individual verifying vehicle operations and equipment.

(Ord. passed 2-18-85)

§ 111.11 RATES AND CHARGES.

Each franchisee shall submit a schedule of rates to the Pasquotank-Camden Ambulance Board for approval and all charges made by the Pasquotank-Camden Ambulance Board or the fact that no charges are made shall be approved by the Pasquotank-Camden Ambulance Service Board.
(Ord. passed 2-18-85)

§ 111.12 ENFORCEMENT.

(A) The Pasquotank-Camden Ambulance Service Board shall be the enforcing agency for the regulations contained in this chapter.

(B) The Ambulance Service Board will:

(1) Receive all franchise proposals from potential providers;

(2) Study each proposal for conformance to this chapter;

(3) With the approval of the Ambulance Service Board, recommend to the Board of Commissioners the award of the franchise(s) to the applicants submitting the best proposal(s);

(4) Inspect the premises, vehicles, equipment and personnel of franchises to assure compliance to this chapter and perform any other inspections that may be required;

(5) With the approval of the Ambulance Service Board, recommend to the Board of Commissioners of Pasquotank and Camden Counties the temporary or permanent suspension of a franchise in the event of noncompliance with the franchise terms of this chapter; recommend the imposition of misdemeanor or civil penalties as provided therein;

(6) Receive monthly reports from ambulance services and consolidate the same into a quarterly summary for review by the Pasquotank-Camden Ambulance Service Board and the Counties of Pasquotank and Camden;

(7) Receive complaints from the public, other enforcing agencies and ambulance services regarding franchise infractions; review the complaint with the Pasquotank-Camden Ambulance Service Board; and obtain corrective action with the approval of the Pasquotank-Camden Ambulance Service Board;

(8) With the approval of the Pasquotank-Camden Ambulance Service Board, recommend improvements to Pasquotank and Camden Counties which will insure better medical transportation;

(9) Maintain all records required by this chapter and the Pasquotank-Camden Ambulance Service Board; and

(10) Perform such of the above functions as may be requested by any municipality within the Counties of Pasquotank and Camden.
(Ord. passed 2-18-85)

§ 111.13 INSPECTION.

The Counties of Pasquotank and Camden may inspect a franchisee's records, premises and equipment at any time in order to insure compliance with this chapter and any franchise granted hereunder.

ORDINANCE REGULATING EMERGENCY MEDICAL SERVICE AND GRANTING OF FRANCHISES TO EMERGENCY MEDICAL SERVICES AND AMBULANCE PROVIDERS (PROPOSED)

§ 111.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AMBULANCE. Any privately- or publicly-owned motor vehicle, aircraft or vessel that is specially designed, constructed or modified and equipped and is intended to be used for and is maintained or operated for transportation on the streets or highways, waterways or airways of the state of persons who are sick, injured, wounded or otherwise incapacitated or helpless.

AMBULANCE ATTENDANT. An individual who has completed a training program in emergency medical care and first aid approved by the State Department of Human Resources and has been certified as an ambulance attendant by the Department of Human Resources, Office of Emergency Medical Services.

AMBULANCE PROVIDER. An individual, firm, corporation or association who engages or professes to engage in the business or service of transporting patients in an ambulance.

APPROVED. Approved by the State Medical Care Commission pursuant to the latter's rules and regulations promulgated under G.S. § 143B-165.

COUNCIL. The Camden Emergency Medical Services Advisory Board.

COUNTY. The County of Camden.

DEPARTMENT. "Department" shall mean the Department of Human Resources Office of Emergency Medical Services.

DISPATCHER. A person who is available at all times to receive requests for emergency service, to dispatch emergency services, and to advise local law enforcement agencies and emergency medical facilities of any existing or threatened emergency.

EMERGENCY and ***EMERGENCY TRANSPORTATION SERVICE.*** The use of an ambulance, its equipment and personnel to provide medical care and transportation of a patient who is in need of immediate medical treatment in order to prevent loss of life or further aggravation or physiological or psychological illness or injury.

EMERGENCY MEDICAL TECHNICIAN or ***EMT.*** An individual who has completed a training program in emergency medical care at least equal to the National Standard Training

Program for Emergency Medical Technicians, as defined by the United States Department of Transportation, and has been certified as an emergency medical technician by the Department.

FIRST RESPONDER. An organization with personnel trained in emergency medical care that is dispatched to the scene of a medical emergency for the primary purpose of providing emergency medical assistance to a patient until the ambulance and additional medical aid arrives.

FRANCHISE. A permit issued by the County to an ambulance provider, whether providing emergency or non-emergency service.

FRANCHISEE. Any person(s) or corporation having been issued a franchise permit by the County.

LICENSE. Any driver's license or permit to operate a motor vehicle issued under or granted by the laws of the state.

NON-EMERGENCY TRANSPORTATION SERVICES. The operation of an ambulance for any purpose other than transporting emergency patients.

OPERATOR. A person in actual physical control of an ambulance which is in motion or which has the engine running.

OWNER. Any person or entity who owns an ambulance.

PATIENT. An individual who is sick, injured, wounded or otherwise incapacitated or helpless such that the need for some medical assistance might be anticipated while being transported to or from a medical facility.

PERSON. Any individual, firm, partnership, association, corporation, company, groups of individuals acting together for a common purpose or organization of any kind, including any governmental agency other than the United States.

RESCUE. Situations where the victim cannot escape an area through the normal exit or under his or her own power.

SECONDARY AMBULANCE PROVIDER. The system of personnel and equipment meeting the same criteria as a primary ambulance provider, but not normally dispatched on first call response.
(Ord. passed _____, 2015)

§ 111.02 FRANCHISE REQUIRED.

(A) No person either as owner, agent or otherwise, shall furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or non-emergency transportation of patients within the County of Camden unless the person holds a valid permit for each ambulance used in the business or service issued by the State Department of Human Resources, Office of Emergency Medical

Services, and has been granted a franchise for the operation of the business or service by the County pursuant to this chapter.

(B) No person shall drive an ambulance, attend a patient in one, or permit one to be operated when transporting a patient within the County of Camden unless he or she holds a currently valid certificate as an ambulance attendant, emergency medical technician, EMT-intermediate or EMT- paramedic issued by the State Department of Human Resources, Office of Emergency Medical Services.

(C) No franchise shall be required for:

(1) Any entity rendering assistance to a franchised ambulance service in the case of a major catastrophe, mutual aid or emergency with which the services franchised by the County are insufficient or unable to cope;

(2) Any entity operated from a location or headquarters outside of the County of Camden in order to transport patients who are picked up beyond the limits of the County, to facilities located within the County, or to pick up patients within the County for transporting to locations outside the County; or

(3) Ambulances owned and operated by an agency of the United States Government and the Camden County Ambulance Service.

(Ord. passed _____, 2015)

§ 111.03 APPLICATION FOR FRANCHISE.

(A) Application for a franchise to operate ambulances in the County of Camden shall be made by the ambulance provider upon the forms as may be prepared or prescribed by the County.

(B) The forms shall contain:

(1) The name and address of the ambulance provider and of the owner of the ambulance(s);

(2) The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating the name or articles of incorporation stating the name;

(3) A resume of the training and experience of the applicant in the transportation and care of patients;

(4) A full description of the type and level of service to be provided including the location of the place or places from which it is intended to operate, the manner in which the public will be able to obtain assistance and how the vehicles will be dispatched; (an audited financial statement of the applicant as the same pertains to the operations in the County of Camden, the financial statement to be in the form and in the detail as may be required by the county.)

(5) A description of the applicant's capability to provide for the district covered by the franchise applied for, and for an accurate estimate of the minimum and maximum times for a response to calls within the district; and,

(6) Any information the County shall deem reasonable and necessary for a fair determination of the capability of the applicant to provide ambulance services in the County of Camden in accordance with the requirements of state laws and the provisions of this regulation.

(Ord. passed ____, 2015)

§ 111.04 GRANTING OF FRANCHISE.

(A) Prior to accepting applications for the operation of an ambulance service, the County may designate specific service areas as franchise districts. The districts will be established during criteria that includes geographic size, road access, the location of existing medical transportation service, population and response time. The Camden Emergency Medical Services Advisory Board shall make recommendations to the Board of Commissioners to redistrict or rearrange existing districts at any time at their discretion.

(B) Upon receipt of an application for a franchise, the County shall schedule a time and place for hearing the applicant. Within 30 days after hearing, the County shall cause the investigation as it may deem necessary to be made of the applicant and his or her proposed operations.

(C) A franchise may be granted by the County if it finds that:

(1) The applicant has met State standards and standards outlined in the franchise ordinance;

(2) The proposed service will fit within the existing service so as not to adversely affect the level of service or operations of other franchisees to render service; and

(3) A need exists for the proposed service in order to improve the level of ambulance services available to the residents of the county and that this is a reasonable and cost effective manner of meeting the need.

(Ord. passed ____, 2015)

§ 111.05 TERM OF FRANCHISE.

(A) The County may issue a franchise hereunder to an ambulance provider, to be valid for a term to be determined by the Camden County Board of Commissioners, provided that either party as its option, may terminate the franchise upon sixty (60) days prior written notice to the other party. After a notice of service termination is given, the ambulance provider may reapply for a franchise if continued service is desired.

(B) Upon suspension, revocation or termination of a franchise granted hereunder, the franchised ambulance service immediately shall cease operations. Upon suspension, revocation or termination of a driver's license or attendant's certificate or emergency medical technician certificate, the persons shall cease to drive an ambulance or provide medical care in conjunction with an ambulance service, or attend an ambulance. The franchise shall not permit an individual to drive an ambulance or provide medical care in conjunction with the ambulance service.

(C) Each franchised ambulance service shall comply at all times with the requirements of this chapter, the franchise granted hereunder and all applicable state and local laws relating to health, sanitation, safety, equipment and ambulance design and all other laws and ordinances.

(D) Prior approval of the County shall be required where ownership or control of more than 10% of the right of control of franchise is acquired by a person or group of persons acting in concert, none of whom own or control, 10% or more of the right of control, singularly or collectively, at the date of the franchise. By its acceptance of the franchise, the franchisee specifically agrees that any acquisition occurring without prior approval of the County shall constitute a violation of the franchise by the franchisee and shall be cause for termination at the sole discretion of the County.

(E) Any change of ownership of a franchised ambulance service without the approval of the County shall terminate the franchise and shall require a new application and a new franchise and conformance with all the requirements of this chapter as upon original franchising.

(F) No franchise may be sold, assigned, mortgaged or otherwise transferred without the approval of the County and a finding of conformance with all requirements of this chapter as upon original franchising. Each franchised ambulance service, its equipment and the premises designated in the application and all records relating to its maintenance and operation, as such, shall be open to inspection by the state, the county or their designated representatives.

(G) A franchise may not be defaced, removed or obliterated.

(Ord. passed ___, 2015)

§ 111.06 STANDARDS FOR DRIVERS AND ATTENDANTS.

Standards for emergency medical services personnel, as developed by the Department in accordance with the laws of the State of North Carolina, specifically N.C.G.S. Chapter 131 E, Article 7, and N.C.G.S. Chapter 143, Article 56 shall be applied and same are incorporated in this Ordinance by reference.
(Ord. passed ____, 2015)

§ 111.07 STANDARDS FOR VEHICLES AND EQUIPMENT.

Vehicle and equipment standards as developed by the North Carolina Medical Care Commission pursuant to G.S. §§ 131E-155 *et seq.* and §§ 143-507 *et seq.* and shall be applied and the same are incorporated herein by reference.

(Ord. passed ____, 2015)

§ 111.08 STANDARDS FOR COMMUNICATION.

(A) Each ambulance vehicle shall be equipped with an operational two-way radio capable of establishing good quality voice communications from within the geographic confines of Camden County to the Sentara Albemarle Hospital Emergency Department in Pasquotank County. Each ambulance vehicle shall be equipped with an operational two-way radio capable of establishing good quality voice communications with the ambulance dispatching agency within the counties and within the geographic confines of the County.

(B) Each ambulance provider shall maintain current authorizations or Federal Communication Commission licenses for all frequencies and radio transmitters operated by that provider. Copies of all authorizations and licenses shall be on display and available for inspection per Federal Communication Commission's rules and regulations.

(C) Each base of operations must have at least one open telephone line. Telephone numbers must be registered with each law enforcement agency and the 911 central communications center in Pasquotank County.

(Ord. passed ___, 2015)

§ 111.09 INSURANCE.

No ambulance franchise shall be issued under this chapter, nor shall the franchise be valid after issuance, nor shall any ambulance be operated in the County unless the franchisee has at all times in force and effect insurance coverage, issued by an insurance company licensed to do business in the state for each and every ambulance owned and or operated by or for the ambulance service providing for the payment of damages:

(A) In the sum of $1,000,000 for injury to or death of individuals in accidents resulting from any cause for which the owner of the vehicle would be liable on account of liability imposed on him or her by law, regardless of whether the ambulance was being driven by the owner or his or her agency; and

(B) In the sum of $100,000 for the loss of or damage to the property of another, including personal property, where the owner of the vehicle would be liable, in sums as may be required by law. The terms and provisions of this section shall not apply to any ambulances owned and controlled by the County that are operated by Camden County Emergency Medical Services.

(C) No franchise shall be valid or issued under this Ordinance nor shall any ambulance provider operate in the County unless the franchisee has at all times in force and effect Workers' Compensation Insurance as required by the provisions of N.C.G.S. 97-93(a). Each ambulance provider shall also comply with all other Workers' Compensation Insurance provisions as required by the North Carolina Workers' Compensation Insurance provisions as required by the North Carolina Workers' Compensation Act set forth in N.C.G.S. Chapter 97.

(D) No franchise shall be valid or continue to be valid once issued without certification to the County that the liability and workers' compensation insurance required in this section are in full force and effect. Failure to produce such continuing certification and proof of the existence of such insurance shall be grounds for immediate termination of any franchise granted herein.

(Ord. passed ___, 2015)

§ 111.10 RECORDS.

Each franchisee shall maintain the following records:

(A) Record of dispatch, showing the time call was received, the time ambulance dispatched, the time arrived on scene, the time arrived at destination, the time in service and the time returned to base;

(B) Audited Financial Statement as of June 1 of the previous year

(C) Trip record, stating all information required in division (A) above, in addition to information on a form approved by the County; (the trip record shall be so designed as to provide the patient with a copy thereof containing all required information. A copy of the trip record may serve as a receipt for any charges paid.)

(D) Daily report logs, maintained for the purpose of identifying more than one person transported in any one day; and

(E) Daily driver and attendant checklist and inspection report, listing contents and description of operations for each vehicle, signed by the individual verifying vehicle operations and equipment.

(Ord. passed ___, 2015)

§ 111.11 RATES AND CHARGES.

Each franchisee shall submit a schedule of rates to the County for approval and shall not charge more or less than the approved rates without specific approval by the County.

(Ord. passed ___, 2015)

§ 111.12 ENFORCEMENT.

(A) The Camden Emergency Medical Services Advisory Board shall be the enforcing agency for the regulations contained in this chapter.

(B) The Emergency Medical Services Advisory Board will:

(1) Receive all franchise proposals from potential service providers;

(2) Study each proposal for conformance to this Ordinance;

(3) Recommend to the Board of Commissioners the award of the franchise(s) to the applicants submitting the best proposal(s);

(4) Inspect the premises, vehicles, equipment and personnel of franchises to assure compliance to this chapter and perform any other inspections that may be required;

(5) Recommend to the Board of Commissioners of Camden County the temporary or permanent suspension of a franchise in the event of noncompliance with the franchise terms of this chapter; recommend the imposition of misdemeanor or civil penalties as provided therein;

(6) Receive monthly reports from ambulance services and consolidate the same into a quarterly summary for review by the Camden Emergency Medical Services Advisory Board and the County;

(7) Receive complaints from the public, other enforcing agencies and ambulance services regarding franchise infractions; review the complaint with the Camden Emergency Medical Services Advisory Board; and obtain corrective action with the approval of the Camden Emergency Medical Services Advisory Board;

(8) Recommend improvements to the County which will insure better medical transportation;

(9) Maintain all records required by this chapter and the Camden Emergency Medical Services Advisory Board

(C) The Camden County Board of Commissioners shall be the final and ultimate source for the interpretation of this Ordinance.

(Ord. passed ___, 2015)

§ 111.13 INSPECTION.

The County may inspect a franchisee's records, premises and equipment at any time in order to insure compliance with this chapter and any franchise granted hereunder.

Station 14 South Mills
127 Keeter Barn Road, South Mills, NC 27976

Station 12 Courthouse
114 Sawyer's Creek Road, Camden, NC 27921

Station 11 Shiloh
1061 Highway 343 South, Shiloh, NC 27974