Official Announcement of Invitation to Submit Proposals

~~(Contract Modification to the Response Time Exceptions and Exception Requests – 4/28/2010)~~

The Emergency Medical Services Authority, hereinafter referred to as "***EMSA***," announces an invitation to qualified proposers to submit proposals for the provision of emergency and non-emergency ambulance services as specified herein. The successful proposer will serve as a contractor to ***EMSA*** for a period of five (5) years, starting November 1, ~~2008~~2013. The contract under which these services are to be procured will be a term agreement, with payment to be calculated from the successful proposer's charge per transport for each type of service.

Comment [HSW1]: New Contact Term

A. Overview

An integrated emergency medical service (EMS) / medical transportation system for the provision of both emergency and non-emergency services has been in operation in both Oklahoma City, Oklahoma (Western Division) and Tulsa, Oklahoma (Eastern Division) since 1990. The system has been designed to ensure high quality clinical care, provide efficient and reliable EMS services at a reasonable cost to consumers, and provide both divisions with an operationally and financially stable patient transportation system.

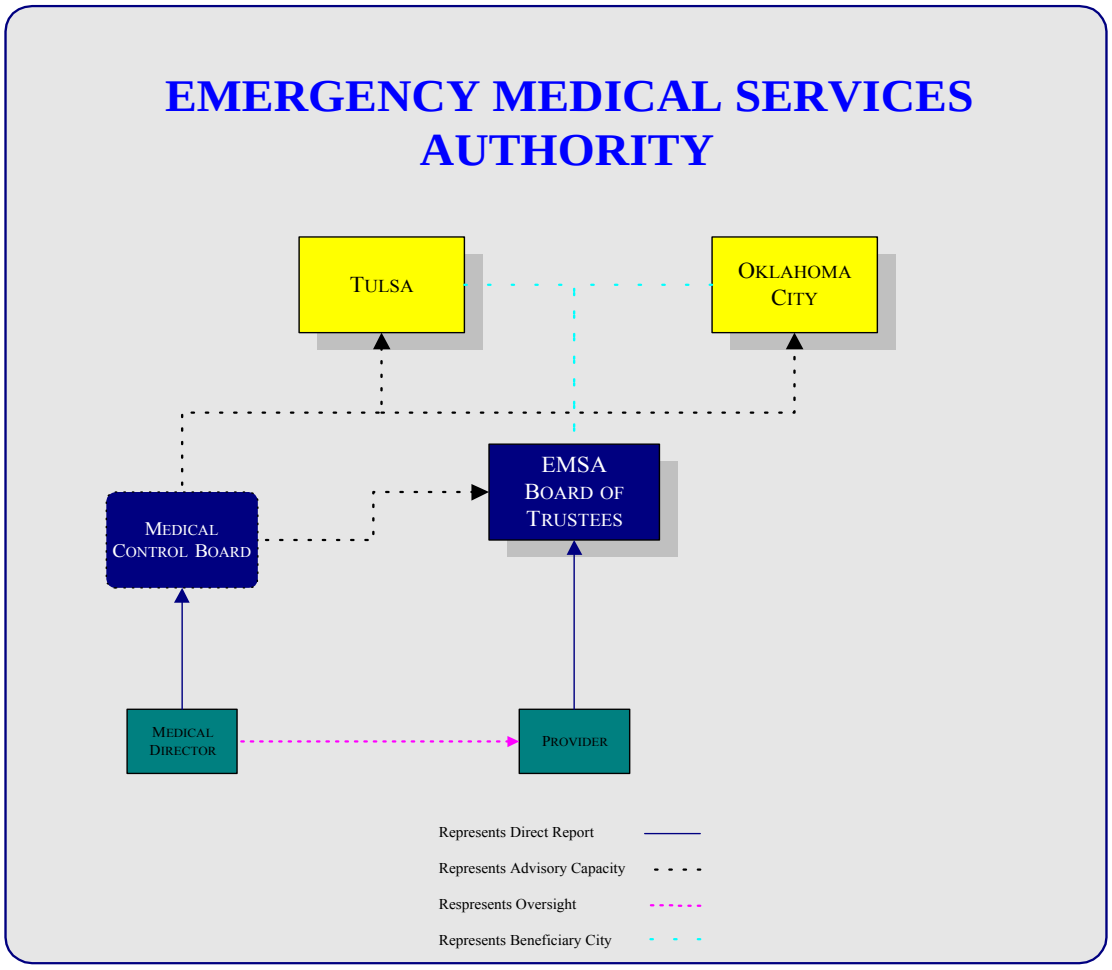
EMSA intends to award a single contract for the provision of emergency and non-emergency ambulance services. Under this procurement both ***EMSA*** and the contractor desire clinical excellence. Both desire cost containment, a professional and courteous image and a contractor who is successful and earns a reasonable profit. Under the contract, the relationship between ***EMSA*** and the contractor should generally be one of cooperation, not conflict, achieving the best possible marriage of the public interest with the contractor's expertise.

B. *EMSA*'s Functional Responsibilities

In this performance-based approach to contracting it is ***EMSA***'s responsibility to:

- Conduct periodic competition to select and contract with an ambulance service provider;
- Monitor compliance with contractual terms;
- Supply the infrastructure necessary for the operation of an ambulance service system in accordance with the standards called for by the Uniform Code for Emergency Medical Services ("Uniform Code") and other regulations;
- Handle all patient billings and collections;
- Pay the contractor monthly for services performed;
- Facilitate provision of qualified twenty-four (24) hour physician radio coverage at no charge to the contractor.

EMSA, in procuring its ambulance contractor, represents the interests of the general public as consumers of emergency and non-emergency ambulance service.



C. Graphic Depiction of the *EMSA* System

D. Contractor's Functional Responsibilities

The contractor shall furnish and manage ambulance dispatch services and field operations including but not limited to: employment of dispatch and field personnel; equipment maintenance; in-service training; quality improvement monitoring; purchasing and inventory control; and, support services. Other responsibilities include:

- Utilizing ***EMSA***-required forms and data systems;
- Maintaining all vehicles and on-board equipment, except for communications equipment;
- Rendering services in accordance with clinical and response time standards called for in the Uniform Code and other regulations (Attachments A, Uniform Code for Emergency Medical Services; B, Interlocal Agreement; K, System Standard of Care Protocols;

- Participating in medical audit proceedings as required;
- Submitting a single invoice to ***EMSA*** for all services rendered.

Many of the major uncertainties affecting the delivery of emergency services in most communities are eliminated from the proposer's consideration in preparing for this procurement. For example, there need be no uncertainty concerning collection rates. ***EMSA*** will pay for every unit of service delivered, and will do so within 30 days of receipt of invoice after the end of the calendar month during which such services were rendered.

Further, since ***EMSA*** is supplying all of the equipment to be utilized in the performance of this contract, there is no requirement for large-scale investment in capital equipment, another substantial reduction in risk for the proposer.

In short, it is ***EMSA***'s intention to eliminate or reduce risk from uncertainties beyond the control of the contractor to such an extent that the principal uncertainties and risks remaining are largely within the control of the contractor, namely, the ability to recruit and manage personnel efficiently and effectively.

In summary, the proposer is provided with a clear description of the job to be done, in terms of response time standards and clinical standards, and is provided with most, if not all, of the equipment necessary to do the job. Furthermore, ***EMSA*** promises to pay for services delivered by the contractor in accordance with those standards.

Therefore, ***EMSA,*** the contractor, and the patients all benefit from the contractor's ability to produce reliable, high quality services in accordance with standards and regulations at the lowest possible cost.

E. Schedule of Events

~~Task~~	~~Beginning Date~~	~~Ending Date~~
~~Develop RFP~~	~~2/01/07~~	~~9/30/07~~
~~Advertise & Issue RFP~~	~~10/01/07~~	~~10/14/07~~
~~Conduct pre-bid conference~~	~~2/01/08~~	~~2/15/08~~
~~Credentials due~~	~~2/22/08~~	~~2/22/08~~
~~Send results in Board packet~~	~~3/21/08~~	~~3/21/08~~
~~Board vote on Credential Committee Recommendation~~	~~3/26/08~~	~~3/26/08~~
~~Selection Committee report due~~	~~6/25/08~~	~~7/25/08~~
~~Send Results in Board Packet~~	~~7/18/08~~	~~7/18/08~~
~~Board vote on Selection Committee Recommendation~~	~~7/23/08~~	~~7/23/08~~
~~Final EMSA Board approval of the Contract~~	~~7/24/08~~	~~9/24/08~~
~~Contract negotiations~~	~~7/24/08~~	~~9/12/08~~
~~Send Contract in Board Packet~~	~~9/19/08~~	~~9/19/08~~
~~Board vote on Final Contractor~~	~~9/24/08~~	~~9/24/08~~
~~System start-up~~	~~11/01/08~~	~~11/01/08~~

TASK	BEGINNING DATE	END DATE
Develop RFP	11/1/2011	9/28/2012
Advertise and Issue RFP	10/1/2012	10/15/2012
Conduct Pre-bid Conference	2/1/2013	2/15/2013
Credentials Due	2/22/2013	2/22/2013
Send Results in Board Packet	3/22/2013	3/22/2013
Board vote on Credential Committee Recommendation	3/27/2013	3/27/2013
Bid Due Date	5/17/2013	5/17/2013
Selection Committee Report Due	5/17/2013	7/15/2013
Send Results in Board Packet	7/19/2013	7/19/2013
Selection Committee Recommendation	7/23/2013	7/23/2013

Comment [HSW2]: New Calendar year

Final EMSA Board approval of the Contractor	7/24/2013	7/24/2013
Contract negotiations	7/24/2013	9/13/2013
Send Contract in Board Packet	9/20/2013	9/20/2013
Board vote on Final Contract	9/25/2013	9/25/2013
System Start-up	11/1/2013	11/1/2013

Minimum Qualifications & Documentation of Credentials

A. Overview

This section delineates the minimum qualifications that a potential proposer must possess so that ***EMSA*** may ascertain whether the proposer is qualified to provide the sophisticated and complex service to be awarded through this procurement process.

Proposers' credentials will be evaluated and scored based upon objective criteria designed to evaluate each proposer's ability to perform if awarded a contract. Each proposer will receive a review of its credentials in accordance with the schedule established in Attachment E. Any deficiencies noted must be addressed prior to submitting the proposal.

There are three key areas in which minimum qualifications must be established: previous experience in managing emergency services; financial depth and capability; and, regulatory compliance.

A proposer will be determined to be qualified or not qualified to submit a bid. Only qualified proposers may submit a bid. The scoring of bids will include no credit for having qualified to bid.

To provide proposers the maximum flexibility in submitting their qualifications, two alternative methods for credentialing are available: the simplified method for accredited organizations, or the standard method.

B. Simplified Method for Accredited Organizations

A simplified qualification process is available to accredited organizations. This process is available if the proposer's local operational unit which will directly provide service in response to this Request for Proposal (RFP) holds current accreditation status by the Commission on the Accreditation of Ambulance Service (CAAS) and currently or has previously managed a "Hhigh performancePerformance Emergency Medical System" (as defined in the AAA EMS Structured for Quality~~ Community Guide to Ensure High Performance Ambulance Service~~.)If a parent organization or related entity is the accredited agency, or if an organization is not accredited, then the proposer must provide the information outlined in the standard method for qualification. If the entity has applied for accreditation and has been denied or deferred, that must also be disclosed.

Comment [HSW3]: Change in Book Title, new edition

For accredited organizations to utilize the simplified qualification process under this procurement, the organization must provide ***EMSA*** with a copy of the accreditation certificate and a letter indicating responses to the following for the most recent two year period:

- Names and contact persons for entities for which high performance EMS service has been provided;

- Fractile response time requirements and compliance percentages for other high-performance ground ambulance transport operations;
- Qualifications of key management personnel;
- Customer service and litigation history;
- Documentation of current financial stability and the availability and sources of funds required to support start-up operations;
- Documentation of capability to be insured and provide performance security as outlined in the RFP.

C. Standard Method for Qualification

In the event the agency has not yet become accredited, submission of more detailed supporting materials to enable ***EMSA*** to fully evaluate the proposer's qualifications is necessary. Entities qualifying under this section which have multiple operational sites may use information from any site to establish qualifications. However, information presented which does not reflect the experience of the operational site responsible for this proposal shall be so noted.

Should any group of entities submit a proposal as a joint venture, or should any proposer intend to utilize a sub-contractor to fulfill specified aspects of its obligations, any information presented which does not reflect the experience of the operational unit which is responsible for this proposal shall be so noted.

1. Analogous Experience
   Proposer shall provide one of the following:
   a. Documentary evidence that clearly demonstrates that the proposer has experience managing an emergency ALS ambulance service in a community with a population of at least 1,000,000. Information provided should include a list of communities in which the service is operated, names of the Medical Director and contract officer or designated governmental contact person, the number of responses provided in each of the past two years, and a brief description of the community and service provided.

      Information regarding medical and governmental contacts should include names, titles, addresses, and telephone and fax numbers.

   Or,

   b. Documentation of existing sophisticated internal emergency services management systems and personnel that can facilitate its transition to managing such a service. This information should include descriptions of operational programs including but not limited to:
      - Medical training and quality assurance processes;
      - Driver training;
      - Risk management procedures; and
      - Current deficiencies/planned solutions.

      Proposer shall provide information and documentation of existing management and supervisory strength (including senior management's involvement in ground

ambulance operations) in order to demonstrate the organization's ability to manage such a program. The information provided should be in the form of names and resumes of existing management and supervisory personnel who will be directly responsible for providing services under this RFP.

Proposer shall demonstrate its ability to comply with response times by one of the following methods:

i. Experience in managing and operating a service which is required to comply with specified emergency ground ambulance response times based upon fractile compliance (e.g. 90% of all life threatening emergency requests must be responded to within ~~8~~ 10 minutes and 59 seconds). Documentation shall include a copy of the contract language, regulation, or ordinance which requires compliance and the service's response time performance for the past full year for which information is available.

Comment [HSW4]: Medical Control Board suggestion

Format—
For the year beginning _____, 200__
and ending _____, 200__

___% life-threatening emergencies responded to within
___ minutes.

Or, if the proposer does not have experience managing and operating a service which is required to comply with specified response times;

ii. The proposer shall provide information that demonstrates a clear and convincing capability to implement and manage such a system. The proposer should include information about what steps, policies, procedures, training, equipment and management techniques would be utilized on award of the contract.

2. Demonstration of Financial Depth and Stability
Proposers shall provide evidence that clearly documents the financial history of the organization and demonstrates that the proposer has each of the following:
   a. Financial capability to handle the expansion (including implementation and start-up costs) necessitated by the award of the contract.

      Proposer shall include copies of its financial statements for the most recent two-year period. If consolidated financial statements are utilized, the individual program unit's financial statements must be separately shown. Audited financial statements are preferable. If audited financial statements are unavailable, the proposer must provide unaudited financial statements supported by tax returns.
   b. Expertise in billing Medicare and other third party payers of ambulance services.

      Although ***EMSA*** is responsible for managing all patient billing functions, patient care forms, which are the basis for ***EMSA***'s bill, are prepared by field personnel. The extent to which patient care forms are accurately and completely filled out has a direct result on ***EMSA***'s ability to be reimbursed by Medicare and other third party payers. Accordingly, the proposer must be knowledgeable about billing procedures in order to assist in obtaining the information needed to maximize ***EMSA***'s collections.

For the entity submitting its credentials:

- Describe documentation required of field personnel for billing purposes;
- Describe how improvements needed in this area are identified, as well as actions taken to implement procedures needed to address those improvements.

c. Proposer shall demonstrate the ability to secure insurance coverage required under this procurement. Any existing self-insurance plan used for the purposes of qualification must substantially meet the requirements set forth in this RFP. Proposer shall detail any and all notifications of pending insurance (separate listing for auto and professional liability) claims, investigations and settlements, including both status and resolution.

3. Documentation of Regulatory Compliance and Other Litigation
   a. The proposer shall detail any and all regulatory agency investigations, findings, actions, complaints and their respective resolutions.
   b. The proposal shall detail any other litigation in which the proposer is involved or which is pending.

Service Area Summary and Background

A. Service Area Summary

EMSA is providing ambulance services utilizing a regional approach. The region served has approximately 1,200,000 citizens in 16 cities covering 1,000 square miles. The service area (region) is separated into an Eastern Division with Tulsa as the largest city and a Western Division with Oklahoma City as the largest city. Tulsa and Oklahoma City are the Beneficiary Jurisdictions, which means that they are the beneficiaries of the ***EMSA*** trust. The other cities within each Division are the Non-beneficiary Jurisdictions. Currently, the Non-beneficiary Jurisdictions include Jenks, Bixby and Sand Springs in the Eastern Division and Edmond, Lake Aluma, Arcadia, Valley Brook, Yukon, Bethany, the Village, Nichols Hills, Mustang, Warr Acres and Piedmont in the Western Division.

B. Background

EMSA is a public trust created in Tulsa in 1977. It was the first Public Utility Model system developed. In 1990, Oklahoma City was added to the trust and the two divisions were created. Regionalization allows each of the cities in the system to share in the savings derived from a consolidated approach to purchasing, billing, collections, and contract management oversight.

Historic Service Volumes

Patient transport volumes have increased steadily for the last three years. Information about response time performance, numbers of transports and other routine reports prepared by ***EMSA*** are provided in Attachments F, EMSA Response Time Performance for Last Three Years; and G, EMSA Numbers of Transports for Last Three Years. .

Operations Management Provisions

A. Scope of Service

The contractor shall furnish all emergency and non-emergency ambulance service for the entire population of the Regulated Service Area. While other services may transport patients to facilities in the Eastern or Western Divisions of the Regulated Service Area, no other service shall be allowed to pick up patients within a division for transport to locations in that division. All ambulance services shall be provided at the advanced life support (ALS) level. Additionally, the contractor shall furnish stand-by special events coverage, inter-facility transfers, limited long-distance transfer service, reasonable mutual aid services, special contract services and communication and medical dispatch services, as specified in this proposal. While ***EMSA*** intends to pay the contractor for each unit of service (transport) delivered, ***EMSA*** also expects the contractor to cooperate and assist in identifying and reducing transports that are not medically necessary as specified by and/or in accordance with clinical standards of care established by the Medical Control Board.

Comment [HSW5]: Clarification

Any units of production defined herein that contractor intends to use to generate revenue outside the scope of this RFP must first be approved by the EMSA Board of Trustees. A Business Plan must be submitted which describes the services that will be provided and how revenue sharing with the Authority will take place. Under no circumstances shall outside obligations interfere with meeting the requirements presented in this RFP.

B. Response Time Performance, Reliability & Measurement Methods

Response times are a combination of dispatch operations and field operations. In a performance-based contract, ***EMSA*** does not limit the contractor's flexibility in the methods of providing EMS service. Performance that meets or exceeds the response time requirements of the RFP is the result of a coordinated effort of the contractor's total operation and therefore, is solely the contractor's responsibility. An error on the contractor's part in one phase of its operation (e.g. dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to the contractor's performance in another phase of its operation (e.g. clinical performance).

Call determinates' will be based in accordance with the then current Medical Priority Dispatch System (MPDS) protocols approved by the Medical Director. Currently ***EMSA*** is using Version 12 of the MPDS. The Medical Control Board has adopted the following response method as shown below.

Comment [HSW6]: Defining a term

MPDS PRIORITY LEVEL	RESPONSE UNITS	MODE
ECHO	Closest Apparatus (any) Closest Fire Engine (ALS or BLS) ALS Ambulance	HOT HOT HOT
DELTA	Closest Engine (ALS or BLS) ALS Ambulance	HOT HOT
CHARLIE	ALS Ambulance	COLD
BRAVO	Closest BLS Engine	COLD

	ALS Ambulance	COLD
ALPHA	ALS Ambulance	COLD
OMEGA	BLS Ambulance or Referral	COLD

Superior response time performance early in a month is not a reason or justification to allow inferior response time performance late in the month. Therefore, contractor shall use its best efforts to minimize variations or fluctuations in response time performance according to day of week, or week of month.

1. Response Time Requirements—Beneficiary Jurisdiction of the Eastern Division and Beneficiary and Non-beneficiary Jurisdictions of the Western Division (Combined)

   Description of call classification-
   EMSA has designated four priorities with which the contractor must comply by meeting specified response times. The designation of an assignment as Priority 1 through 4 is accomplished by presumptive prioritization by the contractor's System Status Controller (SSC) in accordance with the then current Medical Priority Dispatch System (MPDS) protocols approved by the Medical Director. Currently ***EMSA*** is using Version ~~11~~ 12 of the MPDS.

   Comment [HSW7]: MCB Change

   Emergency Assignments

   a. Life threatening emergency (Priority 1)
      The contractor shall place an ALS ambulance on the scene of each life threatening emergency assignment, as presumptively determined in accordance with the MPDS, within ~~8~~ 10 minutes 59 seconds on not less than 90% of all life threatening emergency transports.

      Comment [HSW8]: MCB change

      For every presumptively defined life threatening emergency transport exceeding the response time standard defined herein, contractor shall submit monthly to ***EMSA***, in writing, the cause of the extended response time and the contractor's efforts to eliminate recurrence.

   b. Non-life threatening emergency (Priority 2)
      The contractor shall place an ALS ambulance on the scene of each non-life threatening emergency assignment, as presumptively determined in accordance with the MPDS, within ~~12~~ 14 minutes 59 seconds on not less than 90% of all non-life threatening emergency transports.

      Comment [HSW9]: MCB change

      For every presumptively defined non-life threatening emergency transport exceeding the response time standard defined herein, contractor shall submit monthly to ***EMSA***, in writing, the cause of the extended response time and the contractor's efforts to prevent recurrence.

Non-emergency Assignments

EMSA recognizes that the contractor's primary responsibility is to meet emergency service demands. As a result, ***EMSA*** understands that the contractor's response to non-emergency requests may be occasionally and temporarily delayed until sufficient reserves of emergency production capacity can be restored to the system.

Even so, the contractor shall furnish sufficient production capacity, and shall manage its available resources, so as to normally provide reasonably prompt non-emergency transfer service and especially in the case of previously scheduled non-emergency transfer requests, the contractor shall furnish service on schedule.

Where the contractor is unable to provide reasonably prompt non-emergency service, or is temporarily unable to provide the previously scheduled service as planned, the contractor shall inform the individual or agency requesting such service, explaining the reasons for the temporary delay, and shall furnish an honest, reasonable estimate of the time service will be available. For unscheduled non-emergency (Priority 3) requests for service, this estimate and/or conversation with the patient or agency shall take place every fifteen (15) minutes after the original request for transport was received. For scheduled non-emergency (Priority 4) requests for service, this estimate and/or conversation with the patient or agency shall take place every fifteen (15) minutes after the scheduled time of pick-up.

a. Unscheduled non-emergency transfer (not scheduled 24 hours in advance) (Priority 3)
   The contractor shall place an ALS ambulance on the scene of each unscheduled non-emergency assignment, as presumptively determined in accordance with the MPDS, within 1 hour (60 minutes) on not less than 90% of all unscheduled non-emergency transports.
b. Scheduled non-emergency transfer (scheduled at least 24 hours in advance) (Priority 4)
   The contractor shall place an ALS ambulance on the scene of each scheduled non-emergency assignment, as presumptively determined in accordance with the MPDS, within twenty (20) minutes of the time requested for transport, if one is designated by the caller, on not less than 90% of all scheduled non-emergency transports.

Non-discrimination Necessary Throughout the Beneficiary Jurisdictions

In developing high response time standards, the Beneficiary Jurisdictions have established sub-areas (three in each Division) for compliance measurement for Priority 1 transports. Contractor shall use best efforts to maintain response times for Priority 1 transports in each sub-area within 15% of the compliance required citywide. Maps demonstrating the sub-areas and map pages with more specific sub-area information are included as Attachment H (Map and Response Time Sub-areas).

Variations of more than 15% from the response time standards for the Beneficiary Jurisdictions within the same sub-area for more than three consecutive months, or more than six (6) months during any twelve (12) month period, shall be considered chronic response time discrimination. Provided, however, that in the event the volume of Priority 1 transports in any sub-area during any month is less than 100, sufficient additional Priority 1 transports shall be added from that sub-area, in sequential order

from one or more months immediately preceding, to that month's sub-area statistics so that the total volume of Priority 1 transports included in the calculation is 100.

2. Response Time Requirements—Non-beneficiary Jurisdictions of the Eastern and Western Divisions

EMSA understands the difficulty in serving areas where call volume is extremely low and spread over a moderate geographic area. Therefore in the Eastern and Western Divisions, the response time requirements for Non-beneficiary Jurisdictions shall be as follows:

All of the Non-beneficiary Jurisdictions when considered together shall have a fractile response time for Priority 1 and Priority 2 transports combined of at least 90% when measured each month. Additionally, each of the Non-beneficiary Jurisdictions shall have its individual response time for Priority 1 and Priority 2 transports combined reported each month. The monthly response time for Priority 1 and Priority 2 transports combined for each Non-beneficiary Jurisdiction shall have a fractile response time equal to or above the 75th percentile.

Response times for Priority 1 shall be measured by placing an ALS ambulance on the scene of each Priority 1 assignment as presumptively determined in accordance with the MPDS, within 11 minutes 59 seconds. Priority 2 response times shall be measured by placing an ALS ambulance on the scene of each Priority 2 assignment as presumptively determined in accordance with MPDS, within ~~12~~ 14 minutes and 59 seconds.

Comment [HSW10]: MCB change

Priority 3 and 4 assignments shall be measured in the same manner as those of the Beneficiary Jurisdictions.

If the total transports for Priority 1 and 2 assignments for the combined Non-beneficiary Jurisdictions drops below 65 transports in each of three consecutive months, the issue of response time performance may be opened for negotiation between ***EMSA*** and the contractor.

3. Response Time Measurement Methodology

The response time measurement methodology employed can significantly influence operational requirements of the EMS system. The following are applicable:

a. Time Intervals

For the purposes of this contract, response times shall be measured from the time the call is received at ***EMSA's*** communication center until arrival at incident location by the first arriving ALS ambulance. For scheduled non-emergency (Priority 4) requests, "scheduled time of pick up" shall be substituted for the "time call received" in the response time calculation.

Arrival at incident location means the moment an ambulance crew notifies the ***EMSA*** communication center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous material, violent crime incidents or non-secured scenes), arrival "at scene" shall be the time the ambulance arrives at the designated staging location. The Medical Director may require the contractor to log time "at patient" for medical research purposes. However, during the term of the contract,

"at patient" time intervals shall not be considered part of the contractually stipulated response time.

In instances when the ambulance fails to report "at scene", the time of the next communication with that ambulance shall be used as the "at scene" time (e.g. time "at patient"). However, the contractor may appeal such instances when it can document the actual arrival time through another means (e.g. first responder, communications tapes/logs, arrival times captured by GPS, etc.).

b. Upgrades, Downgrades and Turn A rounds

From time to time, special circumstances may cause changes in call priority classification. Response time calculations for determination of compliance with contract standards and penalties for non-compliance will be as follows:

i. Upgrades

If an assignment is upgraded, prior to the arrival on scene of the ALS ambulance (e.g. from Priority 2 to Priority 1), the contractor's compliance and penalties will be calculated based on the shorter of:

- Time elapsed from call receipt to time of upgrade plus the higher priority response time standard, or
- The lower priority response time standard.

ii. Downgrades

Downgrades are not allowed.

iii. Reassignment enroute

If an ambulance is reassigned enroute or turned around, prior to arrival on the scene (e.g. to respond to a higher priority request), the contractor's compliance and penalties will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ALS ambulance on the scene from which the ambulance was diverted.

c. Response times outside the Eastern and Western Divisions

The contractor shall not be held accountable for emergency or non-emergency response time compliance for any assignment originating outside the defined service area of the Eastern and Western Division. Responses to requests for service outside the defined service area of a division will not be counted in the total number of calls used to determine compliance.

d. Each incident a single response

Each incident will be counted as a single response regardless of the number of units that respond. The response time of the first arriving ALS ambulance capable of transport will be used to compute the response time for the incident.

e. Response time exceptions and exception requests

~~The contractor shall maintain mechanisms for reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond the contractor's reasonable control affect the achievement of specified response time standards. These unusual factors are limited to unusually severe weather conditions, declared disasters, or periods of unusually high demand for emergency services. High demand is defined as those periods when there are a greater quantity of simultaneous emergency and unmodifiable non-emergency ambulance requests, than the mathematical mean plus two standard deviations of demand for the same hour of the day and day of the week. The contractor and EMSA will set demand projections and high demand capacity constraints quarterly in conjunction with~~

~~review of past period performance. An 'unmodifiable non-emergency ambulance request" is a call where the ambulance has arrived on scene and therefore is engaged in patient care, thus eliminating the ability to divert that unit to a higher priority case, and therefore included as simultaneous demand for the purpose of calculating high demand. Equipment failure, traffic congestion, ambulance failure, dispatch error, or other causes shall not be grounds for granting an exception to compliance with the response time standard.~~

The contractor shall maintain mechanisms for reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond the contractor's reasonable control affect the achievement of specified response time standards. These unusual factors are limited to ~~unusually~~ severe weather conditions as verified by 3rd party weather source, declared disasters, or periods of unusually high demand for emergency services. High demand is defined as those periods when there are a respontgreater quantity of simultaneous emergency and unmodifiable non-emergency ambulance requests, which ~~than the 90th percentile of~~ is defined as 200% of the average demand for day-of-the-week and hour of day of the previous year.. The contractor and EMSA will set demand projections and high demand capacity constraints annually in conjunction with review of past calendar year ~~period~~ performance. An 'unmodifiable non-emergency ambulance request" is a call where the ambulance has arrived on scene and therefore is engaged in patient care, thus eliminating the ability to divert that unit to a higher priority case, and therefore included as simultaneous demand for the purpose of calculating high demand. Equipment failure, traffic congestion, ambulance failure, dispatch error, or other causes shall not be grounds for granting an exception to compliance with the response time standard.

~~Approved by the EMSA Board of Trustees 4/28/2010~~

Comment [HSW11]: To reduce the number of exclusions without adding to contract price

~~Example: The contractor shall maintain mechanisms for reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond the contractor's reasonable control affect the achievement of specified response time standards. These unusual factors are limited to unusually severe weather conditions, declared disasters, or periods of unusually high demand for emergency services. High demand is defined as those periods when there are a greater quantity of simultaneous emergency and unmodifiable non-emergency ambulance requests than the mathematical mean plus two standard deviations of demand ($\mu+2\sigma$) for the same hour of the day and day of the week. The contractor and EMSA will set demand projections and high demand capacity constraints annually in conjunction with review of past period performance. An "unmodifiable non-emergency ambulance request" is a call where the ambulance has arrived on scene and therefore is engaged in patient care, thus eliminating the ability to divert that unit to a higher priority case, and therefore included as simultaneous demand for the purpose of calculating high demand. (For example, if the call volume for Thursday at 5:00 pm has a mean of 14 calls, but the variation in call volume over the past year is a standard deviation of 2.8 calls for that hour of the week, the demand capacity for Thursday at 5:00 pm would be set at 20 calls. That is, mean demand (14) plus two standard deviations (2.8 times 2 = 5.6) rounded to the nearest integer. $\mu+2\sigma$ =14+(2x2.8) =14+5.6 = 19.6 ≈ 20). Equipment failure, traffic congestion, ambulance failure, dispatch error,~~

~~or other causes shall not be grounds for granting an exception to compliance with the response time standard.~~

If the contractor feels that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors beyond the contractor's ability to reasonably control", the contractor may provide detailed documentation to the President of ***EMSA*** and request that ***EMSA*** exclude these runs from response time calculations and late penalties. Any such request must be in writing and be received by the President of ***EMSA*** within five business days after the end of each month. Should the contractor dispute the determination made by the President of ***EMSA***, the contractor may make a written appeal to the Medical Director for a definitive ruling within five (5) days of receipt of the response time calculations summary. The Medical Director's ruling shall be final and binding on both parties.

4. Deviations from Response Time Standards

EMSA understands that isolated instances may occur in which the contractor does not meet the stated performance specifications. Minor violations of these requirements will result in the imposition of deductions from the contractor's payment by ***EMSA***. However, a chronic failure to comply with the response time standards may constitute default of the contract.

Response time deductions for late patient responses are as follows:

a. Emergency

For each presumptively defined life threatening emergency (Priority 1) transport and for each presumptively defined non-life threatening emergency (Priority 2) transport which originates within the division, and for which the contractor's response time is ~~two (2) minutes or more~~ in excess of the response time standard as described herein ***EMSA*** shall deduct from the contractor's payment $10.00 per minute for each minute the response time exceeds the response time standard, to a ~~two (2) minute grace period up to a~~ maximum of $250.00 per incident.

Comment [HSW12]: Contract clean up

b. Non-emergency

For each presumptively defined unscheduled non-emergency transfer (Priority 3) or scheduled non-emergency transfer (Priority 4) which originates within the division, and for which the contractor's response time exceeds the required response time standard as described herein, ***EMSA*** shall deduct from the contractor's payment $10.00 per minute for each minute in excess of the required response time up to a maximum of $130.00 per incident.

For purposes of calculating response time deductions, a fraction of a minute is to be rounded up to the next minute. For example, a Priority 1 transport arriving one (1) minute and twenty (20) seconds after the response time standard ~~after the two (2) minute grace period~~ would result in a deduction of $20 (2 minutes [rounded] at $10 per minute).

Upon either retrospective audits of calls or exemption requests, if ***EMSA*** finds that a call was assigned a lower priority than would have been assigned had the communications personnel properly followed Medical Priority Dispatch Standards (MPDS) as approved by the Medical Director, ***EMSA*** shall measure the response

time against the higher priority and the transport will be subject to late patient response deductions when applicable.

5. Non-performance Deductions
   Deductions from the contractor's payment will be made for non-performance. The following deductions will be applied (in addition to the per run deductions for late patient responses) when response time compliance for Priority 1 transports in the Eastern Division Beneficiary Jurisdiction or the Western Division Beneficiary Jurisdiction combined with the Western Division Non-beneficiary Jurisdiction falls below 90% for any calendar ~~quarter~~ month.

   85% or below…… $100,000
   86%……80,000
   87%……50,000
   88%……30,000
   89%……20,000

   The above deductions are assessed each calendar ~~quarter~~ month for each Beneficiary Jurisdiction and Non-beneficiary Jurisdiction.

6. Incentive for Superior Response Time Performance
   For every contract quarter that contractor's response time compliance level for Priority 1 transports is at 92% or better, ***EMSA*** shall forgive all response time deductions for late patient responses for the next contract quarter. (Non-performance deductions will not be forgiven.)

7. Reporting Requirements
   The contractor shall provide, by the seventh day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein. For each day in which the contractor fails to provide the reports, ***EMSA*** will deduct from the contractor's payment $100.00.

Comment [HSW13]: Change back to original contract stipulation

C. Equipment Furnished and Provisions for Maintenance

For services rendered in the Eastern and Western Divisions, ***EMSA*** shall furnish for use by the contractor a ~~VHF and UHF~~ communications system, with a central dispatch center in both divisions. The ~~VHF and UHF~~ communications system shall be in general conformance with the system described in Attachments I, ~~VHF~~ Communications System Description~~; and J, UHF Communications System Description~~ . This ~~VHF and UHF~~ communication system shall be maintained by ***EMSA*** at ***EMSA***'s expense, except for damage to the system resulting from abuse or neglect by the contractor's personnel.

Comment [HSW14]: Reduction of radio equipment

In addition to the communications system, ***EMSA*** shall also furnish the contractor with ambulances and on-board equipment in conformance with the equipment requirements set forth in the System Standard of Care Protocols (Attachment K) and other regulations, and as more specifically described in Attachment L, Vehicle Specifications; and in adequate quantity to provide reserve equipment and vehicles to facilitate preventative maintenance and repairs. A ratio of 130% of peak load staffing of vehicles and equipment shall serve as a standard for vehicle and equipment safety inventory levels. When delivered to the

contractor, vehicles shall be fully equipped but not stocked with either basic or advanced life support expendables. The contractor shall only utilize these vehicles for emergency and non-emergency services rendered under ***EMSA*** auspices, and shall diligently maintain this equipment in accordance with factory recommended maintenance schedules and procedures, and shall supply, at the contractor's own cost, all fuel, oil, and routine maintenance. The contractor shall diligently adhere to factory "preventive maintenance schedules" and procedures at the contractor's own expense, and shall be responsible for costs of all repairs to such equipment during the term of the contract. Likewise, contractor shall be responsible for providing the preventive maintenance recommended by the manufacturer for all on-board equipment supplied by ***EMSA***. At the end of the contract period, the contractor shall bring all equipment into good working order, except for normal wear and tear.

It is ***EMSA's*** intent to continue to replace or remount all units on a ~~five~~ six year schedule. Also, ***EMSA*** will provide extended warranties on all new units and equipment for as long as they are available and beneficial.

Comment [HSW15]: Management decision

At the end of the contract period, ***EMSA*** shall cause all vehicle and on-board equipment to be inspected, and shall inform the contractor of any deficiencies discovered. Contractor shall have ten (10) days to correct such deficiencies at contractor's expense. If, at the end of the ten-day period, the contractor has not corrected such deficiencies, ***EMSA*** shall cause such deficiencies to be corrected, and shall deduct the amount of expenditures necessary to correct the deficiencies from the contractor's final payment.

In the event that the contractor finds that the number of vehicles furnished by ***EMSA*** are, in the contractor's opinion, insufficient to cover each of the Eastern and Western Divisions in accordance with the response time requirements, the contractor may, at the contractor's own expense, furnish additional ambulances as set forth in the System Standard of Care Protocols and other controlling documents. However, ***EMSA*** is of the opinion that, with a well-managed operation, the number of units supplied to the contractor for each division is sufficient to handle the task at hand.

D. Supplies for Basic and Advanced Life Support Services

It will be the total responsibility of the contractor to supply all supplies necessary and/or required to perform basic and advanced life support services. Attachment M, Basic and Advanced Life Support Supplies, is a detailed list with the number, type and in some cases brand, of each item that shall be carried on every ambulance.

E. Performance vs. Level of Effort

This RFP assumes a performance contract rather than a level of effort contract. In accepting a proposer's offer, ***EMSA*** neither accepts nor rejects the proposer's level of effort estimates; rather ***EMSA*** accepts the proposer's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the contract.

The proposals must include descriptions of initial ambulance coverage plans and deployment models estimated by the proposer to be sufficient or even in excess of what may be necessary

to meet the performance standards required herein. Acceptance by ***EMSA*** of the proposer's offer shall not be construed as acceptance of the proposer's proposed level of effort.

F. Integration of First Responders

Currently, first responder service (basic and advanced life support) is available throughout the service area. While the fire department always maintains responsibility for controlling an incident scene, the primary responsibility for patient care transfers to the contractor's senior paramedic upon his/her arrival. Fire personnel will support the care provided by the contractor on-scene, and in those situations when required, will assist providing care enroute to the hospital.

During the term of this procurement, ***EMSA***, the Oklahoma City and Tulsa Fire Departments, the Office of the Medical Director and representatives of the Cities of Tulsa and Oklahoma City will continue the ~~pursue~~pursuit of a strategic plan for the future, developed by the Office of the Medical Director, with input from ***EMSA*** and the fire departments. Implementing the strategic plan could modify operational aspects of this RFP. If conditions do change, the winning contractor understands and agrees to negotiate and/or modify financial and non-financial aspects of its response. Guiding principles of the strategic plan are as follows:

1. EMS system design is based on scientific medical and economic evidence published in peer-reviewed literature as well as determined by the system's continuous quality improvement.

2. EMS system design recognizes the unique aspects and essential contributions of both first response and transport components. Component-distinct medical assessments and treatments are combined to form the essential medical care delivered to a "single patient" in the EMS system. Therefore, successfully treating this "single patient" depends upon coordinated and integrated response, medical treatment protocols, and continuing medical education.

3. As the "single patient" paradigm predominates throughout the EMS system's design of response, medical treatment, and continuing medical education, the EMS system's continuous quality improvement should be coordinated and integrated .

4. EMS communications optimizes the EMS system's patient care abilities when utilizing evidence-based priority dispatching. Successful priority dispatching sends necessary resource(s) to the patient, without excessive and inappropriate utilization of first response and transport components.

5. EMS communications optimizes the EMS system's patient care abilities when utilizing integrated EMS resource locater capabilities to identify and dispatch the closest appropriate responder(s).

6. Effective, coordinated continuing education (CE) enables advances in excellent patient care. Relevant, engaging CE is based upon EMS CQI findings, patient care capabilities, and treatment protocols.

7. Collegial working relationships among all personnel in this EMS system promote optimal patient care provided by mutually respected professionals.

8. Medical treatment protocols are derived utilizing prevailing EMS standards of care, evidence-based medicine, and system design considerations. Medical treatment protocols are formatted to recognize the essential contributions from communications, first response, and transport personnel and promote seamless care delivery. Clinical staffing must afford the safe implementation of these medical treatment protocols.

9. This EMS system recognizes and respects each contracted community's desire for high quality emergency medical services delivered in an affordable, cost effective design. Additional system resources are added only when they support the desired high quality of EMS in our communities and do so with reasonable costs.

10. Medical care provided by the EMS professionals in this system constitutes a delegated practice of medicine. The Medical Control Board and Office of the Medical Director physicians must be experienced and specialty board certified. These physicians commit to providing objective and independent medical oversight, without regard to self-interests and political pressures.

11. Response time standards factor the patient's perceived condition. Response time standards are appropriate for both first response and transport agencies. Strict compliance within response time standards is expected.

12. Electronic patient records must be utilized by both first response and transport to allow for integrated and seamless patient care documentation. This system is maximally effective for continuous patient care improvement activities, allowing for 100% critical care event compliance review.
13. Disaster preparedness and response constitute essential roles of this EMS system. Effective preparedness for and response to disaster-related emergency medical needs is dependent upon concise, task-oriented multiple casualty response procedures, routinely-scheduled realistic multiple casualty training, funding appropriate protective and medical equipment, and achieving region-wide governmental operational support.
14. EMS strategic planning best enables optimal EMS system design and performance when conducted continuously.

The plan, "Strategic-Based Emergency Medical Service Blueprint for Oklahoma City and Tulsa" is included in its entirety as Attachment N.

Contractor's support of the first responder program shall include:

1. First Responder Equipment and Supply Replenishment
   The contractor shall develop mechanisms to exchange re-usable orthopedic appliances, and re-stock disposable and ALS medical supplies used by first responders when treatment has been provided by first responder personnel and patient care is assumed by the contractor's personnel. If the contractor is canceled enroute or at the scene and no patient contact is made by the contractor's personnel, the contractor shall not be obligated to re-stock the first responder agency supplies.

2. Return to Station
   In any situation in which fire department personnel assist the contractor during transport to the hospital, the contractor shall provide or arrange return transportation to the fire station for those personnel.

It is possible that during this contract period one or both Beneficiaries will choose to consolidate their municipal dispatch. All requirements requested under this RFP shall be provided by the consolidated dispatch. EMSA understands these requirements are necessary for the winning contractor to perform under this procurement. Please see a sample contract with the municipal dispatch partner, as Attachment XX, which would be executed before this new dispatch process would be initiated.

EMSA shall negotiate with the contractor if this change is implemented for any reductions in costs to the contractor.

Comment [HSW16]: To allow flexibility OKC desired

G. Communications System Management

The contractor shall furnish and manage ambulance dispatch and communication services within the Eastern and Western Divisions. Such service shall include, but is not limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.

1. Staffing
   Staffing levels shall be such that emergency lines should be answered on the first ring. Also, as medically appropriate, callers with life threatening emergency requests shall receive pre-arrival instructions.

2. Hardware
   All dispatch communications equipment, radios, telephone equipment, Computer Assisted Dispatch (CAD) system equipment, computer tablets, and mobile data terminals including hardware and software employed by the contractor in the delivery of these services shall be furnished by ***EMSA*** meeting the general requirements set forth in this RFP. The contractor will staff at a minimum of one IT position in each division that is responsible for support and maintenance of the computer and certain pieces of communications hardware supplied and installed in the EMSA provided ambulances.

Comment [HSW17]: Change to contract to reflect current needs

   Each Beneficiary Jurisdiction maintains the primary answering point for 9-1-1 and has the capability of transferring both telephone and computer data to ***EMSA***'s communication center in the respective division. The Beneficiary Jurisdictions shall use best efforts to ensure the transfer of 9-1-1 callers seeking medical attention to ***EMSA***'s communication center within 10 seconds of the initial receipt of the call.

3. Computer Aided Dispatch System
   EMSA shall provide a computer aided dispatch system to be utilized to record dispatch information for all ambulance requests. The CAD time recording system shall include the date, hour, minutes and seconds. All radio and telephone communication including pre-arrival instructions and time track shall be digitally recorded and kept for a minimum of 365 days. The computer-aided dispatch system shall meet the reporting requirements as specified herein.

4. Communications Center Personnel Qualifications
   Medical communications workers shall at a minimum be certified as emergency medical technicians (EMT), and have and maintain emergency medical dispatch certification (EMD).

The contractor shall provide comprehensive internal orientation and testing, encompassing EMD certification, CAD system use, system status management, geography, medical priority dispatch protocols, first responder notification protocols and procedures, air medical notification procedures, disaster management policies and procedures, voice radio system operation (including medical and field communications equipment), paging system conventions and uses, data radio system operations, CAD, radio telephone, electrical, and emergency operations center procedures.

5. Priority Dispatch Protocols and Pre-Arrival Instructions
   EMSA utilizes medical priority dispatch protocols and pre-arrival instructions approved by the College of Fellows of the National Academy of EMS Dispatch. ***EMSA***'s communications centers in both Oklahoma City and Tulsa have been designated as accredited centers of excellence by the National Academies of Emergency Dispatch. The dispatch priorities are subject to change by the Medical Director. While "priority dispatching" as defined by the College of Fellows of the National Academy of EMS Dispatch is acceptable, ***EMSA*** does not allow the concept of "call screening". It shall be a major breach of this contract for the contractor to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of the location of the patient within the regulated service area or because of an unavailability status or the location of any ambulance unit at the time of the request.

   Adherence to medical dispatch protocols is required. Thus, except where a deviation is clearly justified by special circumstances not contemplated within a dispatch protocol, such medical dispatch protocol shall be strictly followed. Compliance with dispatch questions and pre-arrival instructions shall be a routine part of the contractor's quality improvement processes and shall be reported on a monthly basis with response statistics.

Comment [HSW18]: Correction of name

H. Data and Reporting Requirements

The long-term success of any EMS system is predicated upon its ability to both measure and manage its affairs. Therefore, ***EMSA*** will require its contractor to provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis.

1. Dispatch Computer
   The dispatch computer supplied by ***EMSA*** shall be capable of the following:
   a. Electronic data entry of every response on a real time basis.
   b. Color coded prioritization of deployment planning, displaying calls received for runs pending, runs in progress, transfers scheduled up to 24 hours advanced, and status of ambulance resources available for service.
   c. Continuous display of unit time in each response status. Automatic display of units exceeding pre-determined "time in status" criteria for deployment and crew safety.
   d. Immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location or patient name.
   ~~e.~~ On-line, real time visual display showing a deployment plan and prioritization of citywide coverage for that time of day, and day of week~~. Visual displays of~~

Comment [HSW19]: Updating software capabilities

~~deployment plans are available for both actual and hypothetical ambulance availability levels.~~

~~f.~~e. Automated integration with digital paging, mobile ~~status messages~~ data terminals and the 9-1-1 ANI/ALI ~~displays~~system.

~~g.~~f. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

~~h.~~g. GPS monitoring of the entire ambulance fleet.

2. Communication Center Data Capabilities

EMSA's electronic data system is capable of producing the following reports to be utilized in measuring response time compliance:

a. Emergency life threatening and non-life threatening response times by jurisdiction and by user definition.
b. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition.
c. Out of chute response times by crew members.
d. On-scene times.
e. Hospital drop times by crew members.
f. Emergency and non-emergency responses by hour and day.
g. Dispatch personnel response time reports.
h. Canceled run report.
i. Demand analysis report.
~~j. Problem hour assessment.~~
~~k.~~j. Call mode by hour and day.
~~l.~~k. Ambulance alert exception report.

In addition, the contractor shall fully complete a manual "dispatch card" supplied by ***EMSA*** for each dispatch of an ambulance when the computer is inoperable. The contractor's personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

3. Quality Improvement and Medical Control

EMSA's electronic data system is capturing and reporting all common data elements as required under the standard established by the National ~~Association of EMS Directors~~EMS Information Systems. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to primary and secondary medical priority dispatch questioning, and provision of pre-arrival instruction.

4. Records

The contractor shall operate and manage the ***EMSA*** data collection system in accordance with ***EMSA*** standards. It is understood that the data system shall include, but not be limited to, the following generally described sources. It is also understood the contractor shall make these records available upon request of ***EMSA***.

a. A uniform dispatch report form to ***EMSA*** specifications.
b. A uniform electronic patient care form [ePCR] provided by ***EMSA.***
~~c. An interhospital patient care form to EMSA specifications.~~
~~d.~~c. Equipment maintenance and inventory control schedules as required by ***EMSA.***
~~e.~~d. Deployment planning reports.
~~f.~~e. Continuing education and certification records documenting training compliance.

Comment [HSW20]: Updating software capabilities

Comment [HSW21]: Updating software capabilities

Comment [HSW22R21]:

Comment [HSW23]: Correct name

Comment [HSW24]: No longer used

A patient care form is required for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport occurs when a single ambulance takes a patient to a destination and then provides transport back to the point of origin. Round trip transports are to be counted as one transport rather than two.

In order to ensure that ***EMSA*** is able to bill its patients in a timely manner, the contractor is required to provide ***EMSA*** with accurately completed patient care forms. The minimum information required on a patient care form in order for it to be accepted by EMSA includes either (1) a correct name or (2) a correct social security number with a correct date of birth. Additionally, every ePCR must have a correct patient address or a correct patient telephone number; and, the signature of the patient or responsible party or a clearly stated reason why the patient is unable to sign. ~~CMS is considering rule changes regarding patient signatures.~~ It is expected that the contractor will comply with all such rule changes which are within the reasonable control of the contractor ePCR's are to be forwarded to ***EMSA*** electronically as soon as the contractor deems the e-PCR to be complete (i.e., meets ***EMSA***'s billing requirements).

Comment [HSW25]: Change has taken place

EMSA will deduct from the contractor's payment $~~250.00~~ $350.00 ~~for~~ for every ePCR that is not accurately completed (as described above) and electronically submitted to EMSA within ~~fifteen~~ five (~~15~~5) days of the date of service. It is generally expected that ePCRs will be submitted to ***EMSA*** at the earliest possible time so as not to delay ***EMSA***'s billing operations. If ***EMSA*** should have to return an ePCR to the contractor because the information provided is insufficient for billing, the contractor will have ~~four~~ three business days to return the ticket to ***EMSA*** or ~~fifteen~~ five (~~15~~5) days after the date of service, whichever is later.

Comment [HSW26]: New contract amount

Comment [HSW27]: Staff recommendation

Comment [HSW28]: Staff recommendation

5. Monthly Reports Required
   Contractor shall provide, by the seventh day of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The format of such reports shall be subject to ***EMSA*** approval.

6. Financial Statements
   Quarterly income statements for the contractor's operations under the ***EMSA*** contract shall be provided to ***EMSA*** within ~~90~~ 60days of the end of each calendar quarter. The income statements shall be in the format specified in Attachment O and shall be certified by a certified public accountant that has direct responsibility for financial aspects of the contractor's operations under the ***EMSA*** contract. It is understood that ***EMSA*** may make these financial statements available to other parties as deemed appropriate.

   Contractor shall also comply with such other miscellaneous reporting requirements as may be specified by ***EMSA***, provided that these additional reporting requirements shall not be unreasonable or excessively cumbersome to the contractor.

Comment [HSW29]: Staff recommendation

I. Internal Risk Management/Loss Control Program Required

EMSA believes that education and aggressive prevention of conditions in which accidents occur is the best mechanism to avoid injuries to patients and the contractor's staff. Therefore, ***EMSA*** requires the contractor to develop and implement an aggressive loss control program including, at a minimum, physical pre-screening of potential employees (including drug testing), initial and on-going driver training, lifting technique training, hazard reduction training, as well as involvement of employees in planning and executing its safety program.

J. Stand-By and Special Events Coverage

Upon request by law enforcement and fire department dispatchers, the contractor shall furnish courtesy stand-by coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. ***EMSA*** also provides paramedic(s) to the Tulsa County Sheriff's Office, Tulsa Police Department and Edmond Police Department when ~~its SWAT~~their SWAT teams ~~is~~ are activated.

Comment [HSW30]: Contract Clean up

Other community service-oriented entities may request stand-by coverage from ***EMSA***. The contractor is encouraged to provide such non-dedicated stand-by coverage to events whenever possible. If ***EMSA*** is requested to provide such services with a dedicated ambulance, then ***EMSA*** will pay the contractor on a per-hour basis for such stand-by services. Each dedicated event shall have a two-hour minimum, plus an hour for set-up and an hour for clean up. The contractor will also make a paramedic available for pre-scheduled stand-by and special events coverage at an hourly rate. No minimums or additional time for set-up and clean up will be allowed for paramedic-only events. Documentation of special event plans of coverage shall be filed for the Office of the Medical Director review at least four (4) days prior to event (if contractor has been informed of event prior to four days of the event). This notification shall be made on a National Incident Management System (NIMS) compliant form(s).

Comment [HSW31]: MCB request

K. Community Education Requirements

EMSA desires that its contractor take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventative health care. These programs are to be made available to schools and community groups. It is ***EMSA's*** expectation that the contractor will plan such programs working collaboratively with ***EMSA*** and/or the American Heart Association, the American Red Cross, other public-safety and EMS-related groups. The contractor also ~~currently~~ shall ~~provides~~provide a dedicated public information officer for ***EMSA***'s western division~~.~~, and fund a position in the Eastern Division.

Comment [HSW32]: Contract clean up

The contractor's minimum performance shall include: developing a minimum of 10 local print and electronic media public service announcements, participation in Stars of Life program and EMS Week activities, and providing at least 200 hours of public relations service events per division per year (in addition and separate from dedicated or non-dedicated special event coverage and any other hours stipulated in the RFP). PR hours may,

at the contractor's option, be provided by in-service units/personnel. All community education programs shall be approved by ***EMSA's*** ~~Vice President of Marketing,~~ Director of Communications and Public Relations and ***EMSA*** shall be the name associated with these events.

Comment [HSW33]: Title change

L. Mutual Aid

The contractor shall provide mutual aid as required by the Emergency Medical Services Rules and Regulations promulgated by the Oklahoma State Department of Health.

The contractor shall maintain documentation of the number and nature of mutual aid responses it makes and the nature of mutual aid response made by other agencies to calls originating within the regulated service area.

Comment [HSW34]: Contract addition

Mutual aid transports received within the regulated service shall not be excluded from response time compliance calculations.

M. Disaster Assistance and Response

The contractor shall be actively involved in planning for and responding to any declared disaster in any of the cities ***EMSA*** serves. Both a mass casualty incident plan and an emergency disaster plan following ~~incident command system~~ National Incident Management System (NIMS) guidelines have been developed.

Comment [HSW35]: Name change

1. In the event a disaster within a Beneficiary Jurisdiction or a neighboring city is declared by the Beneficiary Jurisdiction, normal operations shall be suspended and the contractor shall respond in accordance with the Beneficiary Jurisdiction's disaster plan. The contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency services as required. During the period of the declared disaster, ***EMSA*** will not impose performance requirements and penalties for response times.

2. The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties may be submitted to ***EMSA*** for payment. Such marginal costs shall not include cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost of these additional services.

3. ***EMSA*** holds grants and reimburses the direct costs of the contractor to coordinate various disaster and trauma response systems throughout the state of Oklahoma. The Metropolitan Medical Response System [MMRS] works as a unifying tool to link hospitals, EMS services, fire departments, police departments and the sheriff's office in the Tulsa and Oklahoma City areas and also holds a contract with the Oklahoma State Department of Health to develop similar systems in other parts of the state. The heart of the MMRS is the Medical Emergency Response Center [MERC] which operates as the medical emergency operations center for the county.

Additionally ***EMSA*** is funded by the state health department to operate a Trauma Referral Center~~(s)~~ [TReC]…..~~currently one in Tulsa and one in Oklahoma City, however the program may consolidate to a single location for both regions of the state. These~~ This center~~(s) are~~ is operated by ***EMSA***'s communication~~s centers.~~ center in Tulsa. All trauma transports into Oklahoma City and Tulsa are to be coordinated through ~~the~~ this~~appropriate~~ TReC, which insures that the metropolitan hospitals are available and can handle additional patients and that patients get to hospitals with needed specialist. The TReC also collects trauma data for the health department.

Comment [HSW36]: Contract clean up

Comment [HSW37]: Contract clean up

~~4. ***EMSA*** is funded by the Department of Public Safety to provide car seats to low income families at no cost. ***EMSA*** medics provide installation and inspection of car seats no more often than monthly in both Oklahoma City and Tulsa.~~

Comment [HSW38]: Contract clean up

~~5.~~4. ***EMSA***'s contractor provides the employees that work in grant programs. However, grant funds pay the salaries and benefits of these employees. The contractor is also responsible for working to secure continuing grant funds to support the programs already described in addition to any new projects.

N. Deployment Planning and Initial Plan

During the first quarter of operations, the contractor shall adhere to or exceed the initial coverage plan submitted in its proposal. It is anticipated that the contractor's initial coverage plan may require more or less unit hours than may be necessary after the contractor has gained additional experience.

Subsequent coverage plan modifications, including any changes in post locations, priorities, and around-the-clock coverage levels, may be made at the contractor's sole discretion. ~~by notifying ***EMSA*** in writing prior to the implementation of the change.~~

Comment [HSW39]: Contract clean up

Clinical and Employee Provisions

A. Medical Oversight

EMSA shall furnish medical control services at its expense ~~for its contractor~~, including the services of a Medical Director for all system participants (i.e., first responder agency and transport agency) in accordance with the Uniform Code and the EMS Interlocal Cooperation Agreement. The Medical Director is approved, appointed and reports to the Medical Control Board. Although the Medical Director is appointed by the Medical Control Board; after the termination of the employment contract between the Medical Control Board and the current Medical Director, the Medical Director will be provided pursuant to an agreement between ***EMSA*** and The Oklahoma Institute for Disaster and Emergency Medicine through the University of Oklahoma College of Medicine, Tulsa, if allowed by the then-current Uniform Code, the EMS Interlocal Cooperation Agreement and ***EMSA***'s Trust Indenture. To avoid potential conflicts of interest, the Medical Director shall receive no compensation or remuneration, directly or indirectly, from the contractor without ***EMSA's*** prior approval.

Comment [HSW40]: Contract clean up

1. Medical Protocols
   Contractor shall comply with medical protocols and other requirements of the system standard of care as established by the Medical Director. Current medical protocols including trauma transport protocols are found in the System Standard of Care Protocols.

2. Direct Interaction with Medical Control
   Field and communications personnel have the right and responsibility to interact directly with the system's medical leadership on all issues related to patient care. This personal professional responsibility is essential. Particular attention has been given to including safeguards against the contractor's organization preventing or discouraging this interaction from occurring. The Medical Director recognizes the complexity of these interactions, and will not otherwise involve himself/herself in employers' labor matters. The contractor currently provides the equivalent of ~~two~~ four FTE's to support the Office of the Medical Director quality improvement activities.

3. Medical Review/Audits
   The goal of the medical audit process is to improve patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the contractor's responsibility to operationalize this corrective feedback.

   To the greatest extent possible, medical audits are to be scheduled in advance for the convenience of the field personnel. The contractor shall arrange schedule changes, if possible, to make medical audit attendance more convenient.

   The Medical Director may review and categorize medical audit requests, separating those with important clinical implications or which potentially involve disciplinary action from those that involve less important issues. In many cases the Medical Director may contact the parties involved by telephone, and may resolve the matter directly without further involvement, or unnecessary inconvenience of field personnel.

The Medical Director may require that any of the contractor's employees attend a medical audit when necessary. Employees may attend any audit with respect to any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Every employee involved in a case being reviewed is not required to attend unless mandated by the Medical Director.

The Medical Director shall at all times work with the contractor's ~~Medical Director~~clinical leadership to insure that procedures and processes, which are already in place in the contractor's organization, are not altered unnecessarily.

Comment [HSW41]: MCB change

4. Duties of the Medical Director
   The duties of the Medical Director are outlined in the EMS Interlocal Cooperation Agreement. [Attachment B]

B. Transport Requirement Limitations

Should the contractor determine that specific individuals have abused the required transport provision of the EMS service, they shall report the names of those individuals to the Medical Director. The Medical Director shall establish, within the standard of care, reasonable procedures to enable the contractor to decline to transport such abusers after contact with on-line medical control.

C. Minimum Clinical Levels and Staffing Requirements

All ambulances rendering services shall be staffed and equipped to render paramedic level care. The paramedic shall be the primary caregiver for all patients (e.g. emergency and non-emergency) and shall accompany all patients in the back of the ambulance during any patient transportation. The minimum requirement for the second staff member shall be Basic EMT.

D. Demonstrable Progressive Clinical Quality Improvement Required

EMSA desires that its contractor develop and implement a comprehensive quality improvement process for the EMS system. That process shall include, at a minimum, medical dispatch personnel and transport personnel. Quality improvement processes shall be utilized to improve outcome oriented patient care and facilitate continuing education.

The contractor shall provide in-house or sub-contracted in-service training programs designed to meet employee certification requirements that will be offered at no cost to employees. This training shall meet the requirements of the office of the Medical Director at all times.

Comment [HSW42]: MCB change

The contractor shall budget a certain dollar figure each year to be used for non-mandatory clinical upgrades. It is ***EMSA's*** intent to encourage and require its contractor to anticipate increasing internal standards and the funding needs of these enhancements in addition to those that may be externally mandated.

E. Treatment of Incumbent Work Force

A number of dedicated, highly trained personnel are currently working in the ***EMSA*** system. To ensure that all employees have a reasonable expectation of employment in the contractor's operation, the proposers are strongly encouraged to recruit employees currently working in the system to assure a smooth transition and to encourage personnel longevity within the system.

F. Character Competence and Professionalism of Personnel

EMSA expects and requires professional and courteous conduct and appearance at all times from the contractor's field personnel, medical communications personnel, middle managers and top executives. The contractor shall address and correct any occasional deviations from these standards.

All persons employed by the contractor in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall be required to pass a criminal record check as well as screening to insure that no employee has been excluded from the Medicare program and meets federal citizenship requirements. The contractor shall provide documentation to ***EMSA*** of compliance with these provisions.

G. Key Personnel

EMSA will, in part, base the award of the contract upon the qualification of the organization, and upon the qualifications of key personnel presented in the proposers' proposal. The contractor will be expected to furnish the personnel identified in the proposal throughout the term of the contract. The contractor is expected to furnish the same personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this provision to prevent "bait and switch" bidding practices whether intentional or not.

H. OSHA and Other Regulatory Requirements

It is anticipated during the term of this contract that certain OSHA, state or federal regulatory requirements may be increased. It is ***EMSA***'s expectation that the contractor will adopt procedures that meet or exceed all requirements for dealing with these matters.

The costs for any OSHA, state or federal requirement added to the system after the first year of the contract will be shared. ***EMSA*** will pay 80% of the costs of new requirements after the first year, and the contractor will pay 20%. During the first year of the contract, the contractor will be responsible for paying for any new OSHA, state and federal requirements.

Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, ambulance services and those associated with employees.

Comment [HSW43]: Federal Change

1. Medicare Compliance Program Requirements

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation and EMSA's efforts in claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

Comment [HSW44]: Federal Change

2. HIPAA Compliance Program Requirements

Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA include:

- Standards for Privacy and Individually Identifiable Health Information.
- Health Insurance Reform: Security Standards.
- Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations will be reported immediately to the Authority along with Contractor's actions to mitigate the effect of such violations.

I. Discrimination Not Allowed

During the performance of this contract, the proposer agrees that it will comply with all applicable provisions of federal, state and local laws and regulations that prohibit discrimination. Specifically, the proposer warrants that it shall:

1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, citizenship or disability. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. This shall include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship;

2. in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin;

3. comply with Executive Order 11246, as amended, if applicable, and the rules, regulations and orders of the Secretary of Labor;

4. be responsible for determining the applicability of and compliance with any federal or state regulation enacted pursuant to: Executive Orders; federal legislation or amendments to legislation; and state legislation or amendments to legislation.

J. Work Schedules and Employee Affairs – An Employer Matter

Although this is a performance-based RFP and proposers are encouraged to be creative in delivering service, the proposers are expected to employ reasonable work schedules and conditions. Patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, and mandatory overtime without adequate rest. Specifically, no shift shall exceed 12 hours in length with no less than 8 hours of rest between shifts. The contractor must take steps to ensure that part-time staff has had a rest period of at least 8 hours prior to beginning an EMSA shift. Exceptions to this rule can be granted by the medical director for jurisdictions of very low volume.

EMSA realizes that the success of the contractor depends on its ability to motivate and maintain its workforce through compensation, including benefits and retirement programs. The contractor is not to use sub-standard compensation levels in order to deliver the economic efficiencies necessary to profitably manage this contract. Average salary levels, which may be proposed, at a minimum, shall be equal to or exceed current salary levels. ***EMSA*** in no way intends to restrict the ingenuity of the contractor and its employees from working out new and creative compensation (salary and benefits) programs.

EMSA's goal is to ensure that the contractor initially, and throughout the term of the contract, provides a financial benefit to encourage employee retention and recruitment for the ***EMSA*** system.

EMSA emphasizes that the contractor is responsible for conducting the affairs with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the contract which will be ultimately executed by the contractor. ***EMSA*** will not otherwise involve itself in contractor/management/ employee relationships.

Financial and Administrative Provisions

A. Term and Renewal Provisions

The term of the contract ultimately executed by the proposer shall be for a period of five (5) years beginning November 1, ~~2008~~2013. ***EMSA*** may grant up to ~~two~~ one five-year extensions to this procurement. Extensions will be considered only when cost savings and medical excellence can be verified by the Authority and its Board of Trustees, and by the Medical Control Board, respectively.

B. Insurance Indemnity Provisions

Throughout the term of the contract, contractor shall meet or exceed the following requirements:

1. Prior to the time the contractor is entitled to commence any part of the project, work or services under the contract, the contractor shall procure, pay for and maintain the minimum insurance coverages and limits as provided for in this RFP. This insurance shall be evidenced by delivery to ***EMSA*** of: (a) certificates of insurance executed by financially stable insurance carrier(s) acceptable to ***EMSA*** and licensed or permitted to write insurance by the Oklahoma Insurance Commission. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or reinsuring these policies. And, (b) a certified copy of each policy, including all endorsements. Insurance requirements shall remain in effect throughout the term of the contract. These policies shall be delivered to EMSA within ninety (90) days of the policy effective date.
   a. Commercial general liability insurance, including but not limited to,Bodily Injury, Property Damage, Premises Operations, ~~commercial owner and contractor protection, operational products~~Products, ~~completed~~ Completed ~~operations~~Operations, ~~property~~ Contractual Liability and ~~personal~~ Personal ~~injury~~Injury Liability, with limits of not less than $1,000,000.00 per occurrence; and, $2,000,000.00 annual aggregate. Coverage shall be on "an occurrence basis,", unless otherwise stated by exception herein.
   b. Professional medical liability insurance including errors and omissions with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate.
   c. Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than $1,000,000.00 bodily injury by incident; and $1,000,000.00 bodily injury by disease for each employee.
   d. Comprehensive automobile liability covering all vehicles used under the contract for owned, hired, and non-owned vehicles with minimum limits of $1,000,000.00 combined single limit for bodily injury (including death), ~~per occurrence,~~ and property damage ~~of not less than $1,000,000.00 per occurrence~~. Coverage shall include coverage for loading and unloading hazardous waste unless covered under the general liability or professional liability insurance above.
   e. Automobile physical damage insurance for comprehensive and collision covering all vehicles provided by ***EMSA*** and used under this contract. The contractor shall

Comment [HSW45]: Industry Change

provide the primary insurance coverage for all vehicles used under this contract regardless of actual vehicle ownership.

f. Medical payment coverage on general liability and auto coverage at a per person limit of not less than ~~$100,000.00~~$10,000.00.

~~f.~~

g. Uninsured and underinsured motorist coverage of at least $250,000.00 shall be provided.

h. "Umbrella" coverage in the amount of at least $5,000,000.00 shall be provided as additional coverage to all underlying liability policies as specified in 1.a, 1.b, 1.c and 1.d. This policy may be written as a "Form Following Excess" policy.

2. Endorsements Required

Each insurance policy shall include the following conditions by endorsement to the policy:

a. Sixty (60) days prior to the expiration, cancellation, non-renewal or any material change in coverage or limits on any policy, a notice thereof shall be sent to ***EMSA*** at its address of record by the insurer. The contractor shall also notify ***EMSA*** in a like manner within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by the contractor from its insurer. Nothing shall absolve the contractor of this requirement to provide notice.

b. Companies issuing the insurance shall have no claims against ***EMSA*** for payment of premiums or assessments of deductibles, which are the sole responsibility and risk of the contractor.

c. All such policies shall name ***EMSA***, its Board, officers, The Office of the Medical Director, the Medical Control Board and employees of the foregoing and all Beneficiary and Non-beneficiary Jurisdictions as additionally named insureds.

d. All policies shall contain a waiver of subrogation to all parties named in 2.c. above.

3. All insurance shall be maintained with companies:

a. Holding a "general policy holders rating" of "A";" X" or better, as set forth in the most current issue of "Best Insurance Guide" or a comparable rating from other reputable rating organizations;

b. Licensed or permitted to operate in the State of Oklahoma; and

c. In good standing with the Oklahoma Insurance Commission.

4. Self Insured Risk

Any program of self-insurance risk employed by the contractor shall be subject to prior approval and on-going monitoring by ***EMSA*** and its legal counsel. In addition to any assurances required by ***EMSA*** under this provision, as initially agreed prior to final award of the contract, the following items shall be met to ***EMSA's*** satisfaction:

a. Potential fiscal liability associated with the risk to be assumed by the contractor must be reasonable and limited to an amount which would, if realized, not impair the contractor's ability to perform under the contract. The coverage contemplated shall at a minimum be equivalent to the coverage required under paragraph 1 above.

b. Throughout the term of the contract, ***EMSA*** shall be immediately notified of any major claims, the amount reserved against potential claims, and other program changes that may adversely affect the contractor's ability to provide insurance against potential risks as required in the contract. ***EMSA*** shall receive a monthly status report of all open claims.

Comment [HSW46]: Industry Change

c. The self-insured program meets and complies with all applicable laws and regulations.
d. The same requirements and conditions outlined in paragraphs B.2 and B.3 above shall apply to all excess insurance coverage carried.

5. Indemnification

The contractor (as indemnitor) will be required to indemnify, defend, save and hold ***EMSA***, Beneficiary and Non-beneficiary Jurisdictions, agents, successors and assigns (as indemnitee) harmless from and against and in respect of any act, judgment, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to acts and omissions of the contractor in its performance or non-performance under the contract, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on ***EMSA*** by reasons of the direct or indirect actions of the contractor. These obligations will survive and remain in force after the expiration or termination of the contract and are unlimited; provided, however that these obligations are not intended to cover claims against ***EMSA*** arising solely from ***EMSA's*** own negligence or intentional misconduct. For purposes of this section, the term ***EMSA*** shall include ***EMSA,*** its officers, Board of Trustees, the Office of the Medical Director, the Medical Control Board and employees of the forgoing entities.

The following provisions shall control the indemnity and defense obligations set forth above:

a. Defense- The contractor, at its cost and expense, shall fully and diligently defend ***EMSA*** against any claims brought, investigations undertaken or actions filed which relate to claims for which ***EMSA*** is indemnified. The contractor shall employ qualified attorneys, selected by ***EMSA***, to appear and defend the claim or action on behalf of ***EMSA***. The contractor, acting in good faith and in the best interest of ***EMSA***, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against ***EMSA*** so long as such compromise or settlement does not impose a liability on ***EMSA*** not fully covered and satisfied by the indemnity provided by this section or, in ***EMSA's*** judgment, subject ***EMSA*** to any material adverse order, judgment or decree which impairs its image or ability to operate its business as previously conducted. Otherwise, ***EMSA*** reserves the exclusive right to reject any such compromise or settlement and prosecute the claim, compromise or settlement. The contractor shall inform ***EMSA***, on a quarterly or more frequent basis, on the progress and proposed resolution of any claim and shall cooperate in responding to inquiries of ***EMSA***.
b. Reimbursement for expenses- The contractor shall reimburse ***EMSA*** for any and all necessary expenses, attorney's fees, interest, penalties, expert fees, or costs incurred in the enforcement of any part of the contract within thirty (30) days after receiving notice that ***EMSA*** has incurred them.

c. Cooperation of parties and notice of claim- The contractor and ***EMSA*** shall each provide the other prompt written notice of any audit or review of any actual or threatened claim, or any statement of fact coming to the attention of one of the parties which is likely to lead to a claim covered by the indemnity. Each party agrees to cooperate in good faith with the other and respond to any such audit or review in defense of any such claim.

C. Performance Security

Due to the importance of our work in emergency medical services, ***EMSA*** must do everything possible to eliminate the potential for system failure. Ambulance service is too essential, whether provided by a public or private agency, to be left to chance. Accordingly, a well–designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of failure.

EMSA will use a combination of performance security provisions to safe guard the public whom we serve. In this procurement, ***EMSA*** will implement a Pre-Qualification of Proposers. ***EMSA*** will maintain control of the accounts receivable and will own all equipment used in the performance of EMS duties. Also, ***EMSA*** shall maintain financial incentives to reward the contractor for maintaining the high standards of this procurement. In addition, ***EMSA*** has the right to terminate the contract for non-performance.

1. Continuous Service Delivery
   Contractor expressly agrees that, in the event of contract default by the contractor the contractor will work with ***EMSA*** to ensure continuous delivery of services, regardless of the underlying causes of default. The contractor agrees that there is a public health and safety obligation to assure that ***EMSA*** is able to provide uninterrupted service delivery in the event of default even if the contractor disagrees with the determination of the default.

2. Performance Letter of Credit or Cash Escrow Account
   Contractor will deposit with ***EMSA***'s Chief Financial Officer an annually renewable performance letter of credit or cash escrow account in a form satisfactory to ***EMSA***'s Chief Financial Officer and ***EMSA***'s attorney. The amount of the performance letter of credit or cash escrow account shall be $~~3~~5,000,000.00 (~~three~~ five million dollars). (Due to the impracticality and extreme difficulty in determining actual damages, the parties shall agree in the contract that said sum is a reasonable amount for total liquidated damages.) The federally insured banking institution or other financial institution, on which the performance letter of credit is drawn, shall be acceptable to ***EMSA***'s Chief Financial Officer.

   Comment [HSW47]: New contract period

   The performance letter of credit or cash escrow account shall be used to ensure the operation of the ambulance service, including but not limited to, any necessary rebidding, negotiation or related administrative expenses, should ***EMSA*** terminate the contract because of a default.

3. Notice of Change is Required for Performance Letter of Credit

Any performance letter of credit shall contain the following endorsement: "at least 60 (sixty) days prior to cancellation, replacement, failure to renew, or material alteration of this performance letter of credit, written notice of such intent shall be given to ***EMSA*** by the financial institution. Such notice shall be given by certified mail to ***EMSA***'s Chief Financial Officer."

4. Cooperation Required
   In the event ***EMSA*** terminates the contract in accordance with its terms, the contractor shall forfeit the full amount of its performance security as liquidated damages.

D. Contractor Default and Provision for Termination of the Contract

Conditions and circumstances that constitute default of the contract shall include the following:

1. Failure of the contractor to operate the system in a manner which enables ***EMSA*** and the contractor to remain in compliance with federal or state laws, rules, or regulations, and with the requirements of its ambulance ordinance and/or related rules and regulations adopted pursuant thereto;

2. Falsification of information supplied by the contractor during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering presumptive run code designations to enhance the contractor's apparent performance or falsification of any other data required under the contract;

3. Creating patient transports so as to artificially inflate run volumes and contractor's revenues;

4. Failure of the contractor to provide data generated in the course of operations, including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data;

5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;

6. Failure of the contractor's employees to conduct themselves in a professional and courteous manner and to present a professional appearance;

7. Failure of the contractor to maintain equipment in accordance with manufacturer recommended maintenance practices;

8. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute;

9. Failure of the contractor to cooperate with and assist ***EMSA*** after default has been declared as provided for herein, even if it is later determined that such breach never

occurred or that the cause of such breach was beyond the contractor's reasonable control;

10. Acceptance by the contractor or any of the contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the contractor or contractor's employees could reasonably be construed as a violation of federal, state or local law;

11. Payment by the contractor or any of the contractor's employees of any bribe, kickback or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could reasonably be construed to be a violation of any federal, state or local law;

12. Failure of the contractor to meet the system standard of care as established by the Medical Director;

13. Failure of the contractor to maintain insurance in accordance with the contract;

14. Failure of the contractor to meet response time requirements as set forth in the contract;

15. Response time discrimination within the sub-areas of the Beneficiary Jurisdictions as set forth in the contract;

16. Failure to maintain a performance letter of credit or escrow account upon the terms and in the amount specified in the contract;

17. Failure to submit reports and information under the terms and conditions outlined in this RFP;

18. Any other failure of performance, clinical or other required in the contract and which is determined by the President of ***EMSA*** and confirmed by the Board of Trustees of ***EMSA*** to constitute a default or endangerment to public health and safety.

E. *EMSA's* Remedies

If conditions or circumstances constituting default as set forth in Section D exist, ***EMSA*** shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract. ***EMSA***'s remedies shall be cumulative and shall be in addition to any other remedy available to ***EMSA***.

F. Provisions for Termination of Contract

In the event of default, ***EMSA*** shall give the contractor written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach and the reason such breach endangers the public's health and safety. Within five (5) calendar days of receipt of such notice, the contractor shall deliver to ***EMSA***, in writing, a plan of action to cure such default. The plan of action shall be updated, in writing, every five (5) calendar days until such breach is cured. The contractor shall have the right to cure such breach

within thirty (30) calendar days of receipt of notice of breach. If the contractor fails to cure such default within the period allowed for cure (with such failure to be determined by the sole and absolute discretion of ***EMSA***), or the contractor fails to timely deliver the cure plan to ***EMSA***), ***EMSA*** may terminate the contract. The contractor shall cooperate completely and immediately with ***EMSA*** to affect a prompt and orderly transfer of all responsibilities to ***EMSA***.

The contractor shall not be prohibited from disputing any findings of default through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate transfer of operations to ***EMSA***. Such dispute by the contractor shall not delay ***EMSA***'s access to the funds made available by the performance letter of credit. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that default has occurred shall be initiated and shall take place only after the transfer of operations to ***EMSA*** has been completed, and shall not under any circumstances delay the process of transferring operations to ***EMSA*** or delay ***EMSA***'s access to performance security funds as needed by ***EMSA*** to finance such transfer of operations.

The contractor's cooperation with and full support of ***EMSA's*** termination of the contract, as well as the contractor's immediate release of performance security funds to ***EMSA,*** shall not be construed as acceptance by the contractor of the finding of default, and shall not in any way jeopardize the contractor's right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of the contractor to cooperate fully with ***EMSA*** to affect a smooth and safe transition shall itself constitute a breach of the contract, even if it was later determined that the original declaration of default by ***EMSA*** was made in error.

G. "Lame Duck" Provisions

Should the contractor fail to prevail in a future procurement cycle, the contractor shall agree to continue to provide all services required in and under the contract until the new contractor assumes service responsibilities. Under these circumstances the contractor will, for a period of several months, serve as a lame duck contractor. To ensure continued performance fully consistent with the requirements of the contract through any such period, the following provisions shall apply:

1. The contractor shall continue all operations and support services at the same level of effort and performances as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel;

2. The contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting contractor services and operating cost to maximum profits during the final stages of the contract;

3. ***EMSA*** recognizes that if a competing organization should prevail in a future procurement cycle, the contractor may reasonably begin to prepare for transition of service to the new contractor. ***EMSA*** shall not unreasonably withhold its approval of the contractor's request to begin an orderly transition process, including reasonable

plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the contractor's performance during this period.

4. During the process of a subsequent competition conducted by ***EMSA***, the contractor shall permit its non-management personnel reasonable opportunities to discuss with competing organizations issues related to employment with such organizations in the event the contractor is not the successful proposer. The contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the contractor's current operations, and the contractor may also prohibit its management level personnel from communicating with representatives of competing organizations during the competition. However, once ***EMSA*** has made its decision regarding award, and in the event the contractor is not the winner, the contractor shall permit free discussion between any ***EMSA***-based contractor employee and the winning proposer without restriction, and without adverse consequence to any ***EMSA***-based employee.

H. General Provisions

1. Assignment
   The contractor shall not assign any portion of the contract for services to be rendered without first obtaining written consent from ***EMSA.*** Any assignment made contrary to the provisions of this section shall terminate the contract and, at the option of ***EMSA,*** shall not convey any rights to the assignee. Any change in contractor's ownership shall, for purposes of the contract, be considered a form of assignment. ***EMSA*** shall not unreasonably withhold its approval of requested change in ownership, so long as the transferee is of known financial and business integrity.

2. Permits and Licenses
   The contractor shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its duties under the contract (except for the state EMS license which is maintained by ***EMSA***). In addition, the contractor shall make all necessary payments for licenses and permits for service and for issuance of city permits for all ambulance vehicles used. It shall be entirely the responsibility of the contractor to schedule and coordinate all such applications and application renewals to ensure that the contractor is in complete compliance with federal, state and local requirements for permits and licenses. The contractor shall be responsible for ensuring that the state and local certifications of its employees are valid and current at all times.

3. Compliance with Laws and Regulations
   All services furnished by the contractor under the contract shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be the contractor's sole responsibility to be fully familiar with all laws, rules, and regulations that apply to the services provided by the contractor (including the Uniform Code and the EMS Interlocal Cooperation Agreement), and to comply there under at all times. Furthermore, the contractor agrees to perform in accordance with the provisions of any regulations or written guidelines established by the Medical Director pursuant to the Uniform Code and the EMS Interlocal Cooperation Agreement.

4. Product Endorsement/Advertising
   The contractor shall not use the name or equipment of ***EMSA*** for the endorsement of any commercial product or service without the expressed written permission of ***EMSA***.

5. Audit and Inspections
   EMSA representatives may, at any time, and without notification, directly observe the contractor's operation of the communication center, maintenance facility, and any ambulance post location. An ***EMSA*** representative may ride, as "third person" on any of the ***EMSA*** ambulances at any time, provided, that in exercising this right to inspection and observation, ***EMSA*** representatives shall conduct themselves in a professional and courteous manner, shall not interfere with the duties of contractor's employees, and shall at all times be respectful of contractor's employer/employee relationships. ***EMSA*** representatives shall have the right to audit the reports and data that the contractor is required to provide under the contract. Such audits will be conducted during normal business hours with a minimum of 48 hours advance notice to the contractor.

6. Return of ***EMSA*** Equipment
   The contractor agrees to return any ***EMSA***-issued equipment in good working order, normal wear and tear excepted, at the termination of the contract. For any ***EMSA*** equipment not returned at the conclusion of the term or for any equipment returned damaged or otherwise unusable, ***EMSA*** shall repair or replace said equipment at the contractor's expense and deduct an equivalent amount from the contractor's performance security.

7. Relationship of the Parties
   Nothing in the contract resulting from this RFP shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the contract. Nothing in the contract shall create any right or remedies in any third party, it being solely for the benefit of ***EMSA*** and the contractor.

8. Rights and Remedies Not Waived
   The contractor will be required to covenant that the provision of services to be performed by the contractor under the contract shall be completed without further compensation than that provided for in the contract. The acceptance of work under the contract and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the contract. In no event shall payment of consideration by ***EMSA*** constitute or be construed to be a waiver by ***EMSA*** of any default or covenant or default by the contractor. ***EMSA***'s payment shall in no way impair or prejudice any right or remedy available to ***EMSA*** with respect to such default.

9. Consent to Jurisdiction
   The contractor and its ultimate parent corporation shall consent to the exclusive jurisdiction of the courts of the State of Oklahoma or a federal court in Oklahoma in any and all actions and proceedings between the parties hereto arising under or growing out of the contract. Venue shall lie in Tulsa County, Oklahoma.

10. End-term Provisions

The contractor shall have ninety (90) days after termination of the contract in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the contract at the end of the term.

11. Notice of Litigation
    The contractor shall agree to notify ***EMSA*** within twenty-four (24) hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to ***EMSA*** all litigation involving the contractor, the contractor's related organizations, owners, and key personnel.

12. Cost of Enforcement
    If either ***EMSA*** or the contractor institutes litigation against the other party to enforce its rights pursuant to the contract, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be reimbursed within ninety (90) days after receiving notice of the party which prevails.

13. Gain sharing

Comment [HSW48]: To better define

EMSA anticipates gain sharing with the contractor during the life of this contract and extension if so granted.

The design of this gain sharing shall constitute all profits above the profit margin as stipulated by the bidder in their response.

Profit shall be defined as earnings prior to deductions for corporate overhead, contractual penalties levied on contractor's performance by EMSA and any taxes on earnings.

Submission and Scoring of the RFP

A. General Submission Information

1. Procurement Time Frames
   The schedule for the ***EMSA*** procurement is outlined in Attachment C, Procurement Schedule. Failure to comply with any time frames outlined in the procurement schedule may result in automatic disqualification of the proposer.

2. Cost of Participation
   All costs of participation in this procurement process shall be borne by the proposer. ***EMSA*** reserves the right to reject all proposals.

3. Authority to Verify Credentials and Proposal Submissions
   The proposer shall submit executed notarized "investigative authorization forms" for the company(s) whose credentials are submitted for review and for owners, officers, and key personnel. If the company is a publicly held corporation, only the company release form and personal release forms of managers and key personnel who would be involved in the fulfillment of the contract or in the preparation of the proposal need be submitted. A blank copy of each type of required release form, which may be duplicated, is provided herein as Attachment D, Investigative Releases.

4. Own Expertise and Judgment Required
   Each proposer is specifically advised to use its own best expert and professional judgment in deciding upon the methods to be employed to achieve and maintain the performance required under the contract. By "methods" ***EMSA*** means compensation programs, shift schedules, personnel policies, supervisory structures, ambulance deployment techniques, and other internal matters which taken together, comprise each proposer's strategies and tactics for accomplishing the task. ***EMSA*** recognizes that different proposers may employ different production methods, perhaps with equal success. By allowing each proposer to select, employ, and change its production methods, ***EMSA*** hopes to promote innovation, efficiency and superior levels of performance.

5. Estimated Business Volumes
   EMSA specifically makes no representations or warranties regarding the number of requests for ambulance service, ambulance transports, quantities or length of long distance transfer services, or frequency of special event coverage that may be associated with this procurement. Any and all historical data on past volumes of business within the ***EMSA*** service area are provided mainly to illustrate the historical level of performance and not as a guarantee of future business volume.

6. Exceptions
   Proposers taking material exception to ***EMSA***'s specifications shall be disqualified. The purpose of the pre-bid conference is to provide clarification of the RFP and its specifications before submission of proposals. If an organization has questions regarding the RFP and its specifications, a request for clarification should be submitted at or before the pre-bid conference to obtain a ruling on the manner before submitting the proposal.

7. Official Contacts Only/Requirement to Disqualify
   Proposers are advised that all correspondence regarding this procurement should be made in writing to H. Stephen Williamson, President/CEO, ***EMSA***, 1417 North Lansing Avenue, Tulsa, Oklahoma 74106-5906 (fax 918-596-3177).

   Answers to substantive questions raised by any proposer shall be sent in written form to every proposer. Proposers are advised against contacting any member of the selection committee, any member of the ***EMSA*** Board of Trustees, or any member of the city councils of Oklahoma City or Tulsa. Any information obtained by proposers from any source other than written communication from the President of ***EMSA*** should be considered unofficial and quite possibly in error.

8. Confidentiality of Submitted Material
   All material submitted in response to the RFP, including requests for credentials, shall be considered confidential and not available for release to the public or other proposers. This provision is designed to protect the information and a proposer's submissions. Further, it ensures no other proposer has access to competitors' materials prior to, or after proposal submission and/or oral presentations. Allowing access could give a competitor an unfair advantage and jeopardize the competitive effectiveness of this procurement process.

   All proposers hereby agree that ***EMSA*** shall retain one ~~complete~~ digital set of all submitted materials for its files as well as two printed sets of the winning proposal. If a proposer desires other copies be returned, it shall advise ***EMSA*** in writing of such request, and all material, except as defined above, shall be returned.

   Following the date of the award of the contract, public access to submitted material shall be allowed in compliance with the Oklahoma Open Records Act. However, if any proposer believes their proposal contains confidential or proprietary information, then those specific sections may be so designated. ***EMSA*** shall not be liable for any release of information pursuant to a court order, even if designated confidential/proprietary.

9. Proposal Deposit Required
   All proposals shall be accompanied by a proposal deposit (not a bid bond) in the amount of $200,000.00 in the form of a certified or cashier's check made payable to ***EMSA***. This proposal deposit will be returned to any unsuccessful proposers by ***EMSA*** within ten (10) business days after the award of the contract unless, upon investigation of credentials and proposals it is determined that the proposer has misrepresented itself or provided false or inaccurate information in the qualification or request for proposal response. The successful proposer's deposit will be returned upon the signing of the contract. No interest shall be paid on these proposal deposits.

10. Sealed Submission
    Each proposer should submit an original, so marked, and ten (10) copies of its proposal, signed by the proposer's contractually binding authority. All proposals must be sealed and labeled on the outside of the sealed container to show the following: proposal to ***EMSA***; name of proposer; address of proposer and the name of the primary contact person. Submission must be received at the ***EMSA*** administrative office, 1417 North

Lansing Avenue, Tulsa, Oklahoma, 74106-5906, no later than 3:00 p.m., Monday, ~~June~~ May ~~16~~15, ~~2008~~2013.

B. Mandatory Table of Contents

In order to ensure that the evaluation of the proposals is as equitable as possible, all proposals shall be submitted in the following format. Order and numbering conventions should be consistent with the required table of contents. The proposals will be scored in comparison with other proposer's offerings for each section identified in item D, "Evaluation of Proposals" of the "Submission and Scoring of the RFP" section of this ~~document~~ document. The proposals shall not be longer than 250 pages in total.

I. Introduction
   A. Description of the Proposed Organizational Structure

II. Clinical Performance
   A. Suggested Medical Protocols (other than those of the Medical Control Board)
   B. Clinical Credentials of Field Personnel
   C. Financial Reserve for Clinical Upgrades
   D. Quality Improvement Processes
   E. In-service Training
   F. Employee Recruitment, Screening and Orientation
   G. Preceptor Qualifications/Status
   H. Internal Staff Support for Medical Director

III. Community Service/Education Programs

IV. Control Center Operations
   A. Qualifications of Personnel
   B. In-service Training
   C. Employee Recruitment, Screening and Orientation
   D. Methods for Fine Tuning Deployment Plans

V. Human Resources
   A. Treatment of Incumbent Workers
   B. Compensation and Benefits
   C. Leadership/Supervisory Training
   D. Diversity Awareness Training and Involvement Plan
   E. Health and Safety Programs

VI. First Responder Program Support

VII. Fleet and Equipment Issues
   A. Ambulance Maintenance Practices
   B. Equipment Maintenance Practices

VIII. Organization Experience and Key Personnel
   A. Experience Providing Similar Services
   B. On-site Personnel

C. Off-site Personnel to Support Operations

IX. Administrative
A. Provision of Insurance
B. Method of Providing Performance Security

C. Proposal Format and Description of Required Contents

The proposer shall address each item in this section. Programs and offerings will be compared with other proposals. Any proposer whose response fails to incorporate or utilize these minimum standards may be ruled non-responsive. The proposer, at its option, may offer higher levels of performance for any component addressed in this RFP. .

I. Introduction
A. Description of Proposed Organizational Structure—
The proposer shall comprehensively describe the nature of the organizational entity proposed to be directly responsible for the provision of service under the contract. This shall include any relationship the proposed organization may have to a "parent" or "sister" company. Financial relationships, ownership, shared directorship, or relationships with other organizations shall be defined. Organizational charts and a complete description of the proposed organization should be included.

II. Clinical Performance
A. Suggested Medical Protocols
Minimum: Medical protocols that meet or exceed the clinical protocols provided in the RFP and are currently approved for use in the system.

B. Clinical Credentials of Field Personnel
Minimum: Personnel who make up every ambulance crew will be appropriately licensed for provision of advanced life support. Each ambulance shall be staffed with at least one (1) ~~EMT-P~~Paramedic and one (1) EMT~~-Basic~~.

Position and organizational chart should be included. The proposed job descriptions and the certification/licensure levels of personnel should be provided. The contractor should demonstrate its commitment to clinical excellence by including programs designed to respond to system clinical need and to proactively enhance system clinical performance.

C. Financial Reserve for Clinical Upgrades
Minimum: List the annual dollar amount to be reserved for non-mandatory clinical upgrades.

It is anticipated that internal clinical enhancements unrelated to the system standard of care set by the Medical Control Board would be desirable during the term of this contract. This clinical reserve for upgrades shall not be used to fund any system standard of care requirements outlined in this proposal.

D. Quality Improvement Processes

Minimum: Internal quality improvement program that identifies deviations from medical protocols, incomplete and inaccurate patient information, and opportunities for improvement.

The proposer shall describe a comprehensive quality improvement program covering all aspects of the contractor's operations that it intends to utilize in the performance of this contract. The description of the program should include the type, frequency, and quantity of information that would be provided to the Medical Director to support his/her clinical oversight responsibilities.

E. In-service Training
Minimum: Programs for employees to retain required certification and meet local requirements for their respective positions.

Proposers shall describe continuing education and special classes to be offered to personnel including: organizational policies as to what programs are voluntary and which are required; discussion of clinical upgrade training to be utilized; and, training and continuing education to address on–going operational and clinical activities.

F. Employee Recruitment, Screening and Orientation
Minimum: Document mechanisms to ensure that well-qualified employees are recruited, selected and oriented to the system.
Proposers shall describe the comprehensive program that will be utilized to recruit, screen and orient employees. The description should include recruitment methods, screening processes and tools, and orientation processes.

G. Preceptor Qualifications/Status
Minimum: Educational qualifications of clinical preceptors shall support the objective of developing on-going field education of staff.

Preceptors, sometimes referred to as field training officers, are an integral part of an EMS system serving as role models and facilitating quality improvement. Proposers shall describe the qualifications of its preceptors and the on-going training preceptors will receive.

H. Internal Staff Support for Medical Director
Minimum: Staff support for ***EMSA's*** Medical Director.

Describe the level, type and amount of support that the proposers will utilize to facilitate optimal medical control.

III. Community Service/Education Programs
Minimum: Development and implementation of community based programs to facilitate and improve injury/illness prevention and system access.

Proposer shall describe the type programs it would offer, proposed training equipment, job descriptions of key staff for this component. Proposer should describe innovative approaches to prevention and the dedicated and non-dedicated (in-service) staff commitment to this component.

IV. Control Center Operations

A. Qualifications of Personnel

Minimum: EMT ~~-B~~ equivalent, with certification as EMD in the Academy of EMS Dispatch and appropriate training in flexible deployment.

Each proposer shall describe qualifications and training of personnel and include procedures for telephone and pre-arrival instruction protocols.

B. In-service Training

Minimum: Necessary programs for employees to retain certification for communications positions.

Each proposer shall describe continuing education and special classes to be offered to personnel, including: organizational policies as to what programs are voluntary and which are required; description of communications upgrade training to be utilized; and, training and continuing education to address on-going communications activities.

C. Employee Recruitment, Screening and Orientation

Minimum: Document mechanisms to ensure that well qualified employees are recruited, selected and oriented to the system.

Each proposer shall describe the comprehensive program that will be utilized to recruit, screen and orient employees. The description should include recruitment methods, screening process and tools, and orientation processes.

D. Methods for Fine Tuning Deployment Plans

Minimum: Describe the process for modifying deployment techniques to ensure ambulances are appropriately located by hour of the day and day of the week to respond to requests for service.

Proposers shall describe the procedures and processes used to refine the deployment plan throughout the term of the contract. The description should include who will be involved in the process, what factors will be considered and how often the processes will be utilized.

V. Human Resources

A. Treatment of Incumbent Workers

Minimum: The incumbent work force will be given first consideration for employment by the incoming contractor.

Seniority transfer and programs for retaining personnel within the system should be described. Commitments to offer employment to the incumbent labor force shall be described.

B. Compensation and Benefits

Minimum: Salaries shall be comparable to the current salary levels.
Each proposer shall include specific wage scale, compensation increases, hours to be worked, and a complete description of the benefit package to be offered.

C. Leadership/Supervisory Training
Minimum: On-going training and development program for EMS managers and supervisors offered to those personnel at no cost. Managers should receive training equivalent to the American Ambulance Association's Ambulance Service Manager Certificate Program.

Proposers shall describe their plan for developing supervisory staff. If developed internally, describe the program content, instructional staff and time frame for implementation.

D. Diversity Awareness Training and Involvement Plan
Minimum: The proposer will describe its internal diversity awareness and involvement plan (including creating opportunities for minorities and economically disadvantaged workers) for implementation in the ***EMSA*** system.

Proposer shall provide copies of its affirmative action plan and compliance reports.

E. Health and Safety Programs
Minimum: The contractor shall propose and demonstrate that it will have multiple programs to enhance the safety and health of the work force and patients. These shall minimally include service-wide driver training programs, safety and risk management.

The proposer shall identify its intention to implement a driving program equivalent to the "Road Safety and SafeForce" driving program. Such a program, once selected, is considered a part of the essential assets of the operation, and therefore any equipment shall be part of the infrastructure provided for the contractors use by EMSA. The proposer should also present its policies and intentions regarding safety and health maintenance of its employees.

VI. First Responder Program Support
Minimum: Supply and equipment exchange program shall be established.
First response is a key element in every EMS system. Proposer will describe programs and policies that it will implement to support the first responder program.

VII. Fleet and Equipment Issues
A. Ambulance Maintenance Practices
Minimum: Each proposer shall completely describe its ambulance maintenance program.

B. Equipment Maintenance Practices
Minimum: The proposer shall completely describe its EMS equipment maintenance program.

VIII. Organization Experience and Key Personnel
A. Experience Providing Similar Services
Minimum: The proposer shall have experience in providing services in a comparable community.

Each proposer shall describe the communities, services and systems for which services comparable to those requested in the RFP are currently being provided. Provide references that directly indicate satisfactory performance.

B. On-site Personnel
Minimum: Proposer will provide resumes of all key management and middle management personnel which will be working on-site in the ***EMSA*** system. These resumes should include, but are not limited to, the control center supervisor(s), fleet manager(s), production manger(s), and risk manger(s).

C. Off-site Personnel to Support Operations
Minimum: Proposer will identify and provide resumes or other information regarding personnel who will support operations, but will not reside on-site.

IX. Administrative

A. Provision of Insurance
Minimum: Provider shall evidence ability to meet all requirements described in the RFP.

B. Method of providing performance security
Minimum: Each proposer shall describe the method by which it will provide the required performance security.

D. Evaluation of Proposals

Proposals will be evaluated by the Selection Committee, which will include the following nine (9) members:

1. Two members of the Board of Trustees of ***EMSA*** from each Division;
2. One member each from the City Councils of Oklahoma City and Tulsa;
3. One individual experienced in EMS operations;
4. Two physicians chosen by and representing the Medical Control Board, one of which may be the Medical Director.

Neither ***EMSA*** staff nor legal advisors shall serve as members of the Selection Committee, but may be asked to provide technical support for the committee. Investigations of proposers' submissions and services may be conducted as deemed necessary by ***EMSA***. Such investigation could include a site visit should one be desired.

Proposals will be evaluated as follows:

1. Compliance with RPP – Proposals determined to be non-compliant with the RFP will be eliminated. Compliance means that the proposal is submitted by a bidder that has been qualified to submit a bid through the credentialing process, the proposal deposit in the amount and type specified has been received, the mandatory table of contents has been followed, order and numbering conventions are consistent with the required table of contents, programs and offerings described in the proposal meet the prescribed

minimum standards, and complete pricing information is submitted in the format stipulated in the RFP.

2. Review of Qualifications for Providing Transport Service – Each proposer's qualifications for providing the ALS transport service will be reviewed by the Selection Committee. Each proposer will have the opportunity to make an oral presentation to the Selection Committee that is no more than one hour in length, with a 30-minute question and answer period following. Presentations will be conducted in the ***EMSA*** administrative offices in Tulsa, Oklahoma at a time and date prescribed by the committee. The order of the presenters will be randomly determined.
3. Award of Points for Qualifications to Provide Transport Service – Scoring will be based on a point system with points allocated to each category in the required outline format of the proposal. Each proposal shall be separately and independently scored by each Selection Committee member as follows:
   a. *Compare*. Each committee member shall individually compare submissions relating to a single category (e.g., Control Center Operations – Qualifications of Personnel).
   b. *Identify the strongest submission and assign maximum points*. On the basis of that comparison, each committee member shall identify the strongest submission in that category and shall award to that proposer the maximum points shown for that category.
   c. *Award relative points to other submissions*. Having assigned the maximum possible points to the strongest submission, each individual committee member shall then award points to the other proposals in that category, consistent with such member's assessment of the relative strengths of the competing proposals, on that category only. For example, if the maximum number of points available in a category is 10, the proposal judged the best will be awarded 10 points. The second best will be awarded less than 10 points; the third best will be awarded fewer points than the second best, and so on.
   d. *Repeat process for all criteria*. Each individual committee member shall then repeat steps a. – c. until scores have been assigned for all categories shown on the scoring sheets.
   e. *Tabulate scores*. The EMSA CFO and an outside accounting firm will tabulate the points.
4. Award of Points for Pricing for ALS Transport – Pricing for ALS transport will be evaluated by the EMSA CFO and an outside accounting firm and a total cost of each proposal for the five-year period will be presented to the Selection Committee. The proposer judged to have the lowest price will be awarded 200 points. Points for the remaining proposals will be awarded based on the inverse ratio of each proposer's price to the best price. For example, if proposer A's price is 20% higher than the best price, proposer A will be awarded 80% of the maximum number of points. Each proposer's point award will then be multiplied by nine.
5. Overall Compilation of Points for ALS Transport–The total points for proposals to provide ALS transport will consist of a maximum of 2,700 points for qualifications to provide ALS transport services (300 times 9 selection committee members) and 1,800 for price (200 times 9), for a grand total of 4,500 possible points. The proposal with the highest point total will be judged the best.
   Recommendation – The Selection Committee recommend to the ***EMSA*** Board of Trustees which proposal best meets the requirements of the RFP and the ***EMSA*** system.

An example tally sheet is included as Attachment R.

E. Scoring Criteria

It is ***EMSA's*** specific intent that the clinical and operational quality of service be the primary factor in this procurement. Therefore, ***EMSA***'s scoring methodology includes the opportunity for points to be awarded to those proposers whose service quality is independently judged on an objective basis to be clearly superior.

ITEM		POINTS
I.	Introduction	
	A. Description of the Proposed Organizational Structure	0
II.	Clinical Performance	
	A. Suggested Medical Protocols	05
	B. Clinical Credentials of Field Personnel	10
	C. Financial Reserve for Clinical Upgrades	10
	D. Quality Improvement Processes	~~10~~15
	E. In-service Training	~~10~~15
	F. Employee Recruitment, Screening and Orientation	10
	G. Preceptor Qualifications/Status	05
	H. Internal Staff Support for Medical Director	05
		75
III.	Community Service/Education Programs	**25**
IV.	Control Center Operations	
	A. Qualifications of Personnel	10
	B. In-service Training	10
	C. Employee Recruitment, Screening and Orientation	10
	D. Methods for Fine Tuning Deployment Plans	20
		50
V.	Human Resources	
	A. Treatment of Incumbent Workers	10
	B. Compensation and Benefits	10
	C. Leadership/Supervisory Training	10
	D. Diversity Awareness Training and Involvement Plan	10
	E. Health and Safety Programs	10
		50
VI.	First Responder Program Support	**25**
VII.	Fleet and Equipment Issues	
	A. Ambulance Maintenance Practices	20

	B. Equipment Maintenance Practices	5
		25
VIII.	Organization Experience and Key Personnel	
	A. Experience Providing Similar Services	20
	B. On-site Personnel	30
	~~C. Off-site Personnel to Support Operations~~	~~10~~
		50
IX.	Administrative	
	A. Provision of Insurance	0
	B. Method of Providing Performance Security	0
	Total Quality Points	300
	Pricing Information	200
	TOTAL POINTS	500

Pricing

A. Overview

EMSA reserves the right to award a contract for ALS transport
During the term of the contract, it is possible that Medicare may change its payment methodology to allow payment for an ambulance response and treatment without transport. If such event occurs (and assuming appropriate medical protocols are developed), ***EMSA*** will meet with the contractor to ensure that the collective interests and incentives of ***EMSA*** and the contractor are properly aligned regarding reimbursement to the contractor for such services.

B. Base Price

EMSA has determined that the contractor shall be paid on a per transport basis

C. Evaluation

Points for pricing will be awarded based on the Base Price as described in the "Evaluation of Proposals" section of this RFP. ~~.~~ However, all other pricing information will be reviewed and evaluated, and proposals that do not give serious consideration to the alternatives will be considered non-compliant. For example, in each alternative that encompasses a Priority 1 response time of ten (10 minutes and fifty-nine (59) seconds, ***EMSA*** expects that prices will be ~~considerably~~ lower than prices based on an eight (8) minute and fifty-nine (59) second response time.

Comment [BK49]: MCB change

Pricing Sheets have been added as Attachment T to this request for proposal.