

Request for Proposal (RFP)  
Emergency Paramedic Ambulance Services  
EOA 4 – San Ramon Valley

This request for proposal has been prepared in conformity to California Emergency Medical Services Authority publication #141 Competitive Process for Creating Exclusive Operation Areas. Proposals shall be managed, reviewed, and handled in accordance EMSA #141 as further detailed in this RFP.

a. RFP Serial Number:

05312008E OA4

b. Name and address of awarding agency:

Contra Costa Emergency Medical Services Agency  
1340 Arnold Drive, Suite 126  
Martinez, CA 94611

c. Date of issuance:

May 31, 2008

d. Time and place for submission of responses, including disposition of late responses and potential reasons for rejecting all responses:

Proposals must be received no later than 4:00 PM, JULY 11, 2008 at the above listed EMS Agency address. The EMS Agency may reject any response received after the specified deadline. The EMS Agency may reject any proposal that does not meet standards set forth in this RFP. The EMS Agency may reject all proposals if it is determined to be in the best interest of the County.

e. Time and place of response opening:

4:00 pm, JULY 11, 2008 at the above listed EMS agency address.

f. Period of time for which response is to remain in effect:

Proposals must remain in effect until the earlier of (1) execution of a contract with the selected provider or (2) November 1, 2008.

g. Guarantee, performance and payment of bond requirements:

The selected vendor must post a performance bond in the amount of \$100,000.00 within 15 days of notification of selection, said bond to remain in effect throughout the term of the contract. Failure to post said performance bond within

the specified time period may result in rejection of the proposal. If the selected vendor is a local government agency, a resolution of the agency's governing body stating an intent to enter into an agreement with the County in accordance to the terms of this RFP and the agency's ambulance service proposal shall be submitted in lieu of a performance bond.

- h. Responder's certification that all statements in the response are true:

Proposal must include a cover letter with the following statement: "By submission of this proposal, [name of responder] certifies and warrants that, to the best of [name of responder]'s knowledge, all statement in this proposal are true and correct. [Name of responder] recognizes that any substantive misrepresentation contained in this proposal shall entitle the awarding entity to pursue any remedy authorized by law, which shall include the right, at the option of the awarding entity, that any agreement made as a result thereof is void."

- i. When needed for the proposal evaluation, pre-award surveys, on inspection, a requirement that responders state the place(s), including the street address from which the services will be furnished:

Proposal shall contain the street address of the proposer's principle business location within EOA 4 and the address of each location (station) from which emergency paramedic ambulance services shall be provided.

- j. Description or specification of services to be furnished:

The minimum services to be provided are set forth in Attachment A, which is a sample of a contract for emergency ambulance services that the successful proposer will be required sign. Historical data on the number of ambulance responses in EOA 4 is available in EMS Agency Annual Reports available on the EMS Agency website [www.cccems.org](http://www.cccems.org) or at the EMS Agency office.

- k. Time, place and method of service delivery:

Services shall be provided within EOA 4 as described in Attachment B and, when requested by EMS Agency designated dispatch center(s) and to the extent able while maintaining services within EOA 4, to other areas within and outside Contra Costa County for mutual aid response. Services shall be provided beginning November 1, 2008 through October 31, 2013 and continuing thereafter in accordance with terms of the emergency ambulance agreement to be executed between provider and County. The method of service delivery shall be in accordance with the attached sample emergency paramedic ambulance service agreement (Attachment A) as may be modified in the final agreement between provider and County.

- l. Citation of and required responder conformance to all applicable provisions of law and regulations:

Proposers must agree to comply with all applicable federal, state, and local laws, regulations and ordinances including, but not limited to, the California Health and Safety Code Division 2.5 (EMS Act), California Code of Regulations Title 22, and the Contra Costa County Ordinance 83-28 (Ambulance Ordinance).

- m. Requirement for each responder to submit a detailed budget and budget narrative wherein line items are identified as yearly or contract period costs:

Proposals shall contain sufficient budget detail covering at least a one-year operational period to demonstrate availability of revenue by source to cover operations.

#### Eligibility Criteria

Only providers with a minimum five years experience providing paramedic ambulance service in a performance-based EMS system shall be considered. No proposal will be considered that fails to meet the level of service (ambulance availability and staffing) currently provided in EOA 4.

#### Evaluation Criteria

Proposals shall be evaluated on the basis of demonstrated experience providing emergency paramedic ambulance service, demonstrated experience integrating transport and first responder services, level of service to be provided (ambulance unit hours, staffing, etc.), operational and medical oversight, personnel training, patient charges, financial capability, demonstrated customer satisfaction and community service, and disaster response capability. In the event that multiple qualifying proposals are received, a Proposal Review Committee will score qualifying proposals in accordance with a point system set forth in Attachment C. The Proposal Review Committee will be comprised of representatives designated by the City of San Ramon, the Town of Danville, and the Contra Costa County Sheriff (representing the unincorporated area of Alamo). The Proposal Review Committee shall make a recommendation to the EMS Agency Director who shall make a recommendation to the Board of Supervisors.

#### Responders' Conference

A Responders' Conference will be held June 9, 2008, 2pm, at the EMS Agency office as listed above. The purpose of the responders' conference is to provide a forum for answering questions. The conference will be the only time that questions will be answered regarding the RFP. This will ensure that all prospective responders receive the same information. Questions and answers need not be put in writing. If a written response to a question is provided, then all prospective responders will receive a copy of the question and answer.

## Proposal Contents

Responders must submit a statement of experience that shall include but not be limited to the following information:

- a. Business name and legal business status (e.g., partnership, corporation, local governmental agency, etc.) of the prospective contractor.
- b. Number of years the prospective contractor has been in business under the present name, as well as related prior business names.
- c. Number of years of experience the prospective contractor has had in providing the required services.
- d. Contracts completed during last five years showing year, type of services, dollar amount of services provided, location, and contracting agency.
- e. Details of any future contract or refusals to complete a contract.
- f. Whether the responder holds a controlling interest in any other organization, or is owned or controlled by any other organization.
- g. Financial interests in any other related business. (This provision is not required of prospective contractor is a local governmental entity where such information is a matter of public record.)
- h. Names of persons with whom the prospective contractor has been associated in business as partners or business associates in the last five years. (This provision is not required of prospective contractor is a local governmental entity where such information is a matter of public record.)
- i. Explanation of any litigation involving the prospective contractor or any principal officers thereof in connection with any contract for similar services.
- j. An explanation of experience in the service to be provided or similar experience of principal individuals of the prospective contractor's present organization.
- k. A list of major equipment to be used for the direct provision of services (e.g., vehicles, dispatch centers, etc.).
- l. Financial information that will disclose the cost of the proposed operation and the intended source of funding.
- m. A list of commitments and potential commitments that may impact assets, lines of credit, guarantor letters, or otherwise affect the responder's ability to perform the contract.

- n. Business or professional licenses or certificates required by the nature of the contract work to be performed and held by the responder.
- o. An agreement to provide the awarding agency with any additional information determined to be necessary for an accurate determination of the prospective contractor's qualifications to perform services.
- p. Agreement to right of the awarding agency to audit the prospective contractor's financial and other records. (Not required of local governmental agencies.)
- q. Any additional information relevant to proposer deems relevant to judging and scoring proposal.

#### Proposal Format and Number of Copies

Proposals shall be submitted on 8-1/2 by 11 inch paper without folds. Two copies shall be submitted, one of which may be stapled or bound and one of which shall be loose and suitable for copying. Pages shall be numbered in a manner for ease of reference. Each proposal shall contain a cover letter signed by an individual authorized to commit the organization to the services proposed.

#### Late Submission or Defective Submission

Proposals submitted after the due date and time or proposals submitted that do not meet the requirements and format set forth in this RFP will be rejected, except that the EMS Agency reserves the right at its sole discretion to accept a late submission when it is determined that the reason for lateness was beyond the reasonable control of the proposer or to accept a defective proposal if it is determined that the defect is inconsequential.

#### Withdrawal of Proposal

A proposal may be withdrawn at any time before the time set for response opening upon presentation of a written request from a duly authorized representative of the proposer.

#### Notification and Appeal

Each proposer will be notified in writing of the recommendation of the Proposal Review Committee. Any proposer may protest the recommendation of the Proposal Review Committee by submitting a written protest within five days of notification to the EMS Agency Director setting forth the reasons for the protest. A copy of the protest shall be provided to each proposer who, in turn, may file a written rebuttal or comment on the protest to the EMS Agency Director within five days of the date copies of the protest are sent. The EMS Agency Director shall then notify each proposer of his final recommendation to be made to the Board of Supervisors.



**Attachment A – Sample Emergency Ambulance Service Agreement**





## SERVICE PLAN

### I. SERVICE ACTIVITIES.

#### A. Scope of Service.

Contractor shall provide all emergency ambulance services within Emergency Operating Area 4 (the territory of the San Ramon Valley Fire Protection District) as requested by the San Ramon Valley Fire Communications Center and, when able, shall respond to requests for service outside EOA 4 when such requests are made through San Ramon Valley Fire for backup or mutual aid response. Emergency ambulance services shall be provided in accordance with the requirements of Health and Safety Code Sections 1797 et seq., and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. Such services shall be provided until patient care is assumed by receiving facility personnel, or until the patient has refused medical care or ambulance transportation. In performing services hereunder, Contractor shall work cooperatively with County's Health Services Director or his designee, the Emergency Medical Services Agency Director (also referred to herein as "Contract Manager"), and shall comply with County's EMS Agency policies, procedures and protocols.

#### B. Basic Services.

Contractor shall perform the following services to the complete satisfaction of the County:

1. Contractor shall provide emergency ambulance services, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of this Contract.
2. Contractor shall assure that all personnel are oriented to the EMS Agency's policies and procedures; EMS system design; County Multicasualty Incident Plan; medical radio communications (ambulances, base hospitals, County); medical equipment utilization and maintenance; and Paramedic and EMT-I roles and responsibilities prior to assignment on an ambulance as defined in Section II.A., below. Contractor shall provide training, as approved by the EMS Agency, to prepare non-paramedic responders to assist paramedics in providing patient care.
3. Contractor shall work cooperatively with the San Ramon Valley Fire Protection District in all matters related to emergency medical service response, field operations, and training.
3. Contractor agrees that the performance of services under this Agreement shall conform to high professional standards and shall comply with all applicable emergency medical policies and guidelines as established by the EMS Agency.
4. Contractor shall designate one staff person with overall responsibility for EMS program coordination.
5. Contractor shall provide services without regard to patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.

### II. PERFORMANCE STANDARDS

#### A. Staffing

1. Contractor shall staff and operate a minimum of five (5) Advanced Life Support (ALS) ambulance vehicles at all times.
2. Subject to Section III.B.3 below, Contractor shall send an ALS ambulance staffed with one (1) paramedic (EMT-P) and two (2) EMT-I's to all life threatening and potentially life threatening emergency medical requests. Contractor shall send two (2) Paramedics to the scene whenever required by County dispatch protocols. A paramedic shall be the primary caregiver for all patients, and shall accompany patients in the back of the ambulance in accordance with current EMS policy.

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### B. Response Time Performance Standards.

Contractor's emergency ambulance response time on requests for emergency medical service originating from within EOA 4 shall meet the response time standard as measured within any calendar month:

1. Potentially Life Threatening Emergency Response. (Priority 1 - Dispatched as Code 3). When contacted by San Ramon Valley Fire Center, Contractor shall respond paramedic ambulances to at least 95% of potentially life threatening emergency ambulance requests originating within Contractor's Service Area with a maximum response time of ten minutes, (10:00) in sub-areas designated urban/suburban, and with a maximum response time of twenty (20) minutes in sub-areas designated as rural as set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. A detailed map delineating urban/suburban and rural sub-areas and a detailed map description are on file at the Emergency Medical Services Agency office at 1340 Arnold Drive, Suite 126, Martinez, CA., which documents are incorporated herein by this reference.

2. Non-Life Threatening Emergency Response. (Priority 2 - Dispatched as Code 2). Contractor shall respond a paramedic ambulance to non-life threatening Priority 2 emergency ambulance requests received from a County designated Public Safety Dispatch Center with a maximum response time of fifteen minutes and zero seconds (15:00) in designated urban/suburban areas and a maximum response time of thirty minutes and zero seconds (30:00) in designated rural areas, and shall immediately notify the County dispatch agency if the response time will exceed the maximums set forth herein.

3. A first-time failure to meet a response time performance standard shall result in a warning letter from the Contract Manager. Any subsequent failure to meet a response time performance standard may result in cancellation of this agreement for non-performance.

### C. Response Time Calculation.

Contractor's response times shall be calculated on a monthly basis to determine compliance with the standards set forth in Section II.B.1-3 above. Response times are calculated from the time Contractor receives the request (disconnect time) until the ambulance unit arrives at the nearest public road access to the scene, or is cancelled by a public safety agency.

1. Time Call Received. For all requests for service, the "time call received" shall be the moment Contractor's Medical Communications Center has received (either by telephone or computer data link) both sufficient location information to know a response is required and sufficient information to determine the presumptive run priority designation, or thirty (30) seconds after the call is received from County designated Communications Center, whichever is earlier.

#### 2. Arrival On-scene Time.

a. Arrival on-scene time shall mean the moment an ambulance crew notifies Contractor's Communications Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient.

b. In situations where the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non-secured scenes, or wilderness locations), arrival at scene shall be the time the ambulance arrives at the designated staging location or nearest public road access point to the patient's location.

3. Failure to Report Arrival On-scene Time. In instances when ambulances fail to report an "on scene" time, the time of the next communication with that ambulance shall be used as the "at scene" time. However, Contract Manager may accept other documented evidence of actual arrival time when submitted in an auditable report.

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4. **Ambulance Upgrades.** If an assignment is upgraded prior to arrival on scene of emergency ambulance, (e.g. from priority 2 to priority 1), Contractor's compliance shall be calculated based on the shorter of:

a. Time elapsed from call receipt to time of upgrade plus the higher priority Response Time Standard; or

b. The lower priority Response Time Standard.

5. **Ambulance Downgrades.** If a call is downgraded prior to arrival on scene of emergency ambulance, (e.g. from Priority 1 to Priority 2), Contractor's compliance shall be determined as follows:

a. If the time of the downgrade occurs after the ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or,

b. If time of downgrade occurs before ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply. In all such cases documentation must be presented for validation of the reason why the priority status was downgraded. If downgrade was justified in the sole discretion of Contract Manager, the longer standard will apply.

### **D. Response Time Exceptions.**

In the calculation of Contractor's performance to determine compliance with the response time standards, every emergency request from a County designated Communications Center originating from within Contractor's assigned Service Area, shall be included except as follows:

1. **Responses During a Multicasualty Incident or Disaster.** The response time requirements may be suspended during a declared multicasualty incident, medical advisory, or disaster within the County, or during a declared disaster in a neighboring jurisdiction to which ambulance aid is being provided as requested by County when Contract Manager determines that said event has had a material impact on availability of Contractor's resources.

2. **Good Cause.** Contract manager may allow exceptions to the response time requirements for good cause as determined in his sole discretion. At a minimum, the asserted ground(s) for exception must have been a substantial factor in producing a particular excess response time and Contractor must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to, incorrect or inaccurate dispatch information received from County Communications Center; disrupted voice or data radio transmission; mobile data terminal failure; material change in dispatch location; Computer Aided Dispatch (CAD) failure; unavoidable telephone communications failure; inability to locate address due to non-existent address; inability to locate patient due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays caused by road construction or inclement weather, e.g., fog; unavoidable delays caused by trains; when units are providing County authorized mutual aid; when hospital(s) are on emergency department diversion or trauma center bypass when said diversion or bypass can be shown to affect response times; and off-road locations.

3. **Standby.** When One or more of Contractor's advanced Life Support Ambulances (ALS) ambulances have been placed on standby status not including the first one hour of standby, provided, however, that Contractor gave prior notice to County that said standby may limit Contractor's ability to meet response time standards and Contract Manager determines that the delay in response resulted from depletion of resources as a result of the standby.

### **E. Application for Exception.**

It is Contractor's responsibility to apply to Contract Manager for a required response time exception.

1. **Exception Request Procedure.** For each response time exemption request, Contractor shall submit detailed documentation, to Contract Manager or designee in writing within ten (10) working

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days following the last day of the month. Contract Manager shall notify Contractor of granting or denial of said exception request within ten (10) working days of receipt of request.

2. Equipment failure, traffic congestion not caused by the incident, ambulance failure, Contractor dispatch error or other causes deemed to be within Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time Standard.

### **F. Documentation of Response Times.**

Contractor shall document and report on all EMS responses, all times necessary to determine ambulance response times, including but not limited to time call received by Contractor's dispatch center; time ambulance crew assigned; time ambulance enroute to scene; ambulance cancelled enroute, time cancelled prior to arrival on scene; ambulance arrival at scene time; time ambulance enroute to hospital; and arrival at hospital time. All times shall be recorded on a Patient Care Report Form (PCR) and automatically documented in Contractor's computer aided dispatch system.

### **G. Response Time Performance Data Report.**

#### **1. Response Time Data Utilization.**

a. Contractor shall use response time data in an on-going manner to evaluate Contractor's performance and compliance with response time standards in an effort to continually improve its response time performance levels.

b. Contractor shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis.

#### **2. Penalty for Failure to Provide Data to Determine Compliance.**

a. Each and every time an emergency ambulance unit is dispatched and the crew fails to report and document an on-scene time shall be considered a failure to report data to determine compliance. Contractor, in order to rectify the failure to report an on-scene time may demonstrate to the satisfaction of contract manager an accurate on-scene time.

b. Where an on-scene time cannot be provided for a particular emergency call, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

### **H. Work and Services.**

Contractor shall comply with all applicable State and local laws and regulations, and County EMS policies, procedures and protocols.

### **I. Deployment Plan.**

1. Contractor shall provide Contractor Manager with a current deployment plan specifying all ambulance stations and number of vehicles to be deployed during each hour of the day, and each day of the week, upon request of Contract Manager for contract monitoring purposes.

2. Contractor shall submit proposed changes in the ambulance deployment plan in writing to Contract Manager thirty (30) days before implementation. Contract Manager may waive the thirty (30) day notice if Contract Manager determines that an emergency adjustment to the plan is needed to correct an acute performance problem.

3. Contractor acknowledges and agrees with the EMS system goal to achieve the response time standards specified herein and to achieve timely responses in each community served.

a. Contractor shall therefore endeavor to deploy ambulance resources in a manner consistent with this goal.

b. If, as a result of local zoning or use restrictions, Contractor is unable to obtain adequate ambulance station locations, Contractor may request exclusion of designated areas from the

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response time standard. Contract Manager shall take into account Contractor's diligence in seeking station locations and any necessary permits in granting or denying exclusion.

### **J. Failure to Meet Performance.**

Failure to meet response time performance standards following an initial written warning may result in termination of this agreement by County subject to the concurrence of the San Ramon Valley Fire Protection District.

## **III. CLINICAL AND EMPLOYEE PERFORMANCE STANDARDS.**

### **A. Continuous Quality Improvement (CQI) Program**

Contractor shall maintain a CQI program that has been approved by Contract Manager, consistent with California Code of Regulations, Title 22, Division 9, Chapter 12, and County's CQI program. Any amendments to Contractor's CQI program are subject to approval in advance by Contract Manager.

1. **Clinical Quality Improvement Staff Commitment.** Contractor shall provide a physician or a Registered Nurse to implement and oversee its on-going CQI program. This individual shall be responsible for medical quality assurance evaluation of all services provided pursuant to this Agreement.

2. **Quality Improvement Processes.**

a. Contractor's CQI program shall provide an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care.

b. Contractor agrees that Contractor's clinical CQI staff will have high levels of interaction and collaborative involvement with the County's EMS Medical Director and quality improvement staff.

3. **Data Gathering and Quality Improvement Efforts.** Contractor shall cooperate with County's efforts to fully integrate electronic records and alignment of data sets. Full integration is intended to:

a. Allow for quantitative reporting of overall clinical performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison and greater collaborative research opportunities.

b. Provide real-time data to Contractor for use in CQI activities.

4. **Clinical and Operational Benchmarking.**

a. Use benchmarking along with other CQI tools to evaluate and set goals for improving the clinical and non-clinical performance of Contractor's personnel. Contractor shall provide periodic reports detailing progress in those items according to a schedule approved by Contract Manager.

b. Provide data developed through Contractor's CQI process to the EMS Agency for use in evaluating EMS system performance and in setting system improvement goals.

c. Incorporate any County approved benchmarking tools developed during the Contract period into Contractor's CQI process.

5. **EMS System CQI Activities.** Contractor shall participate in system related CQI activities and CQI project teams.

6. **Unusual Occurrences.** Contractor shall notify County of any unusual occurrences that could impact the certification, accreditation or licensure of any prehospital personnel.

### **B. Personnel**

1. **Credentials.** All of Contractor's personnel responding to emergency medical requests shall be currently and appropriately credentialed.

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