

EMERGENCY MEDICAL SERVICES AMBULANCE TRANSPORT PROVIDER

ADDENDUM TO REQUEST FOR PROPOSAL

The County of Alameda, Emergency Medical Services, has issued a Request for Proposal for EMS Ambulance Transport Provider services. This ADDENDUM is hereby made a part of the Emergency Medical Services Ambulance Transport Provider Request for Proposal released on June 2, 2009, as though originally included therein.

The following amendments, corrections, additions and/or deletions shall govern this work. This ADDENDUM is in two parts as follows:

- Part I: Amendments to the RFP
- Part II: Answers to Questions posed in writing prior to the Proposers Conference
- Part III: Responses to Questions Asked During the Proposers Conference
- Part IV: Written Comments and Input to RFP, and Responses Thereto

PART I:

AMENDMENTS TO THE RFP

The following REVISED sections issued by, incorporated and attached herein to this ADDENDUM replaces said corresponding section issued in the RFP and is hereby made a part of the Proposal requirements. Said revisions shall be binding as though included in the original Request for Proposal. Revisions are shown as follows: additions are underlined; and deletions are ~~struck through~~.

Amendment #1. GENERAL INFORMATION, Section A STATEMENT OF WORK, (Page 1)

#1 - INTENT has been modified as follows:

The term of the agreement is for ~~the~~ a five years period, ~~beginning January 1, 2011 through December 31, 2015~~ with an option ~~for~~ to extend, by mutual agreement, for an additional five (5) year period.

Amendment #2. GENERAL INFORMATION, Section B – INSTRUCTIONS TO PROPOSERS (page 6)

7. CALENDAR OF EVENTS has been modified as follows:

Event	Date
RFP issued	June 2, 2009
Written questions due	June 12, 2009
Proposers Conference	June 25, 2009
Addendum issued	August 15, 2009*

Response due	January 31, 2010
Evaluation period and Proposer interviews	February 1 - March 31, 2010
Board letter issued	April 2010
Board award date	May 2010
Agreement negotiations	June - September 2010
Agreement processing	October - November 2010
Board approval of Agreement	January 2011
Start up period	February - October 31, 2011
Agreement start date	November 1, 2011

*Should questions and/or issues arise that warrant additional addenda, they will be provided to all Proposers with the goal of maintaining all currently scheduled dates.

Amendment #3. GENERAL INFORMATION, Section C - TERM AND CONDITIONS (Page 16) has been modified as follows:

15. PERFORMANCE SECURITY BOND

Contractor shall furnish a ~~faithful~~-performance bond issued by a bonding company, appropriately licensed and acceptable to County in the amount of six million dollars.

Amendment #4. EXHIBIT A, Section D. - CLINICAL QUALITY IMPROVEMENT (Page 24) has been modified as follows:

2.4 Customer Service ~~Hotline~~-Telephone Line

2.4.1 Contractor shall establish and publish a *Customer Service Telephone Line* ~~Hotline~~ giving internal and external customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss commendations or suggestions for service improvements. The ~~Hotline~~ telephone line shall be accessible without charge to all callers within the continental United States.

2.4.2 The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The ~~hotline~~-number will be published in the local telephone directory, on the Contractor's website, and publicized at local healthcare facilities, fire stations and public safety agencies. .

2.4.3 If the number is answered by an automatic greeting and/or menu selection, and should a caller inadvertently call the customer service line looking for emergency service, the initial message must immediately convey that this is a customer service line, if caller has an emergency hang up and dial 911.

Amendment #5. EXHIBIT A, Section E. - COMMITMENT TO EMPLOYEES, #2. DEDICATED PERSONNEL REQUIRED, (Page 31) has been modified as follows:

2.8 Clinical Field Supervisors

2.8.1 Respond to ~~all~~ as many ECHO calls as possible as a first priority to assist and provide oversight.

Amendment #6. EXHIBIT A, Section H - ADDITIONAL PENALTY PROVISIONS (Page 54)

Table 6 in the RFP will be replaced with the following Table 6:

Event	Criteria	Penalty
Failure to respond to an emergency request for a response from the County Dispatch Center(s)	The Contractor shall respond to all reasonable requests for a response from the County Dispatch Center(s)	\$25,000 for each failure to respond by the Contractor to a reasonable request for a response from the County Dispatch Center(s). Prior to imposition of this penalty, the County will conduct an investigation of the incident.
Response and/or transport by a BLS unit when the category requires an ALS unit	All Echo, Delta and Charlie calls shall be responded to by an ALS ambulance and the patient transported in the ALS unit unless downgraded to a BLS transport according to policy	\$500 for every incident in which a BLS ambulance responds and transports a patient requiring an ALS ambulance (e.g. Echo, Delta, Charlie).
Failure to leave a printed PCR at the receiving facility. <i>Availability of an electronic copy of the PCR at the receiving hospital shall not substitute for leaving a printed copy prior to departure from the facility.</i>	100% of all PCRs will be provided to receiving facility prior to departure of crew. <i>(See Exhibit I for minimum "short version" PCR requirements)</i>	\$50 for every PCR not provided to the receiving facility prior to departure of crew. If Contractor falls below the required 90% compliance rate for any consecutive 30 day period, an additional penalty of \$10,000 will apply.
Failure to leave printed PCR at receiving facility on a patient for whom a PCR is essential.	A patient for whom a PCR is essential is defined as: <ul style="list-style-type: none"> - STEMI patient transported to any facility, including a Cardiac Receiving Center - Stroke patient transported to any facility, including a Stroke Center - Trauma patient transported to a trauma center - Any ECHO patient, or equivalent - Any emergent (lights & siren) return to the hospital - Any patient who is unable, for any reason, to provide a history - All patients aged 10 or less 	In addition to the \$50.00 penalty above, an additional \$500 penalty PER INCIDENT will apply.
Failure to provide timely reports as defined in the RFP	Clinical studies, quality improvement, data reports, unusual occurrences.	\$50 per report per day received after specified due date
Failure to provide on-scene time	Ambulance crews must report and document on-scene time 100% of the time on every call.	\$500.00 penalty each incident

Amendment #7. EXHIBIT A, Section I. – COMMITMENT TO EMS SYSTEM AND COMMUNITY, (Page 66) has been modified as follows:

2. COLLABORATION WITH FIRST RESPONDER AGENCIES

2.2.4 First Responder Equipment and Supplies:

- Contractor shall establish a mechanism to exchange on a one-for-one basis ~~non~~-expendable medical supplies and equipment used by fire first responder agencies in connection with patient transports, in those situations where said supplies and equipment are interchangeable.

- Contractor shall develop a supply consortium and make the buying of supplies and equipment available to first responder agencies using Contractor's suppliers.
- Equipment evaluation will be accomplished through a multi-agency committee process. The Contractor will work with EMS and First Responder agencies in developing equipment exchange and/or supply consortium procedures.

Amendment #8. EXHIBIT 1, Section I, Section I, #9, DISASTER ASSISTANCE AND RESPONSE, (Page 71)

9.3.2 **Disaster Response Vehicle/Equipment** - Delete this entire subsection

Amendment #9. EXHIBIT A, Section I, #10. – COMMITMENT TO EMS SYSTEM AND COMMUNITY (Page 72) has been modified as follows:

10. MUTUAL AID REQUIREMENTS

10.6 ~~**Ambulance Service Assistance** – Contractor, to be best of its ability, shall assist in servicing any other emergency response areas where the County Agreement for that response area has been suspended or terminated if requested to do so by the EMS Director.~~

10.6 **Assistance to other County EOAs** - Contractor shall, to the best of its ability, assist in servicing any other EOA within the County-where the County Agreement for that EOA has been suspended, if requested, to do so by the Contract Administrator.

10.7 **Expansion of EOA** - If it becomes necessary to expand the Contractors EOA to include one more cities in Zone 1 on a permanent basis, Contractor shall extend its service area at no cost to the County. Should this situation arise, a start-up plan will be negotiated. Upon implementation, Contractor shall be entitled to bill and collect revenue from this service area.

Amendment #10 EXHIBIT G, Proposed Patient Charges, Table C (Pages 99-100)

The County will accept alternate pricing configurations based only on the following options:

- a) Ambulance response in 10 minutes to Echo and Delta Calls;
- b) Ambulance dispatch by Proposer's dispatch center;
- c) Ambulance response in 10 minutes to Echo and Delta Calls; and, ambulance dispatch by Proposer's dispatch center.

Table C should reflect patient charges based on the specifications contained in the RFP. Alternate pricing options must be submitted on the new Tables C-1 through C-3; Note, however, Proposers are not required to submit revised pricing options. Proposers are required to describe in detail each option proposed and how each options will be implemented. A revised Exhibit G is attached to this document.

Amendment #11. EXHIBIT I, MINIMUM REQUIREMENTS "SHORT VERSION" PATIENT CARE RECORD (Page 102) has been modified as follows:

- A. Location of incident
- B. Patient name
- C. Residence
- D. Age
- E. Weight
- F. General assessment
- G. Past medical history
- H. History of present illness/ injury
- I. Mechanism of injury
- J. Medications
- K. Allergies
- L. Physical assessment
- M. Vital signs (BP, Pulse, Respirations, Skin signs, SpO₂)
- N. Treatment administered
- O. Response to treatment
- P. Narrative
- ~~Q. Common # for tracking both sections of PCR [sic]~~
- ~~R. Continuation form # if applicable~~
- ~~S. Signature/ initial of person receiving patient care record~~
- ~~T. Signature/ name of person completing patient care record~~
- Q. ~~GCS Score~~Glasgow Coma Scale
- R. Approximate time of patient contact

Amendment #12. EXHIBIT P, PROPOSAL CHECKLIST AND MANDATORY TABLE OF CONTENTS (Page 117)

"~~Future Proposal Cycles~~" should be changed to "Current Service Provider's Employees".
A corrected Exhibit P and Table of Contents was provided ~~to you~~ on the CD at the Proposer's Conference.

Part II

Response to Written Questions Received Prior to the Proposers Conference

American Medical Response | Paramedics Plus | Rural Metro | EMS Response

1. Section A. 1 (page 1) Recognizing that this RFP is for exclusive market rights for emergency transports would the County consider making the award include non-emergency transports originating in the County?
No, at this time the County is not considering making the award include non emergency transports. The County has an ambulance ordinance that regulates the providers of BLS non emergency transport service in Alameda County.

2. Page 2, §2 states, *"A successful emergency medical system has three major consumer objectives: 1) help prevent lost lives; 2) minimize patients' physical pain or disability; and, 3) reduce the expenses associated with catastrophic injury or illness."*
The specific items that we believe will significantly increase the cost of providing service include the following:
 - a) Page 16, §15: *"Performance Security Bond Contractor shall furnish a faithful performance bond issued by a bonding company appropriately licensed and acceptable to County in the amount of six million dollars."* (Emphasis Added). The current performance bond is \$500,000.
The increase is deemed necessary to cover 4-6 months operating costs in the event of Breach.

 - b) Page 19, §1.1: *"The agreement issued as a result of this RFP will include a one hundred percent (100%) compliance to response time standards to all areas of the EOA."* The current standard is 90%.
The County desires a 100% response time compliance; however, as stated on page 45, §H-2, 2.2: "The County. . . recognizes that situations may arise that are outside the control of Contractor. In consideration of this, no penalties shall be assessed until response time compliance falls below 90%."
and
Page 52, 2.12.4 Penalty Provisions - **"Response Time Penalties will be assessed according to Table 4."** Table 4 shows that penalties are not assessed until response times fall below 90% compliance.

 - c) Page 32, §2.6: *"Quality Manager: Contractor shall provide a physician, a registered nurse, or highly qualified and experienced paramedic to implement and oversee Contractor's ongoing quality management. This individual shall be responsible for the medical quality assurance evaluation of all services provided pursuant to this Agreement."* This is a new position.
While the current agreement requires quality improvement activities, the new agreement will require the addition of a quality manager as part of the leadership team.

 - d) Page 32, §2.8: *"Clinical Field Supervisors: At minimum, the Contractor shall provide two Clinical Field Supervisors for each shift, approved by the EMS Medical Director, who are experienced, clinically and administratively competent paramedics with prior teaching/training experience who serve in the following responsibilities:...."*

These are new positions and will require new vehicles and equipment.

This is a new position in Alameda County and the necessity of new vehicles and equipment is a determination that the Proposer must factor in its proposal.

- e) Page 45, §2.2: Table 3, Echo call response time for transport is “08:30 min.” the current requirement is 10:30. For Bravo calls the chart states the response time is “15:00 min.” the current requirement is 20:00.
The transition to using MPDS categories for response times cannot be compared accurately with the current system. ECHO calls are patients that present with life-threatening illnesses and comprise a small percentage of the call volume. The goal is to decrease the response time for ECHO calls, keeping DELTA calls at the current response and increasing the response time for CHARLIE calls. BLS personnel may respond, and according to MPDS are classified as *BLS-hot* and require a faster response time than ALPHA calls.
- f) Page 45, §2.3.1: *“Emergency Response Zones (figure 3) – For response time monitoring, reporting and compliance purposes, there are five (5) Emergency Response Zones (ERZ), including the unincorporated areas contained within that zone.”*
Currently the County uses three (3) zones to monitor response time compliance.
The response zones were modified to reflect the increased population density in the 880 corridor. Zone 1 is covered by the fire departments in those cities and is not part of the EOA. Zone 2 is primarily the City of Oakland and was added because of the large call volume and unique challenges of responding to calls in this area.
- g) Page 59, §2.16.4: *“Contractor shall equip all vehicles used ... with ... 800Mhz mobile radios that are also 700 MHz capable, with front and rear compartment communications capabilities...”*
This requires more radio capability per unit than what is currently used.
The current standard is 800 MHz trunking-type radios able to transmit and receive on the public safety bands. County communications personnel are available for more specific detailed description/requirements if needed.
From time to time the County makes changes to radio and other required equipment. The Contractor needs to meet the county radio requirements, that may include a change from 800 to 700 MHz projected in 2015.
- h) Page 68, §3.2: *“If, in the opinion of the County, the product described in 3.1 [a proposed electronic data collection system and ePCR] is superior to the system currently in use, the Contractor would be expected to provide this system to all EMS responders at no cost to these agencies.”*
The costs of hardware and software to provide and maintain ePCR to all first responders in the County would be significant.
The goal is to transfer and integrate first responder data into Contractor's ePCR system. To accomplish this goal, the County may require the Contractor to provide the software and make available the initial training for fire departments that agree and desire to integrate with the system.
- i) Page 76, §C, states: *“Contractor Revenue The primary means of Contractor compensation is through fee for service reimbursement of patient charges.”*

- Would the County be willing to assure proposers that substantial rate increases would be approved provided proper documentation is provided to demonstrate the need based on these new provisions in the RFP?
- If rate increases do not produce adequate revenue to cover the costs of these new provisions would the County be willing to explore options to reduce costs or provide other mechanisms for funding the additional costs?

Proposers should take into consideration all requirements when responding to this RFP in regards to pricing. The current agreement allows for adjustments during the term of the agreement. The agreement negotiated as a result of this RFP will contain similar provisions in the event of additions to the scope of work, new requirements and/or unforeseen events.

- j) Page 77, §4.2: *"Dispatch fees are projected to be one million, five hundred thousand dollars (1,500,000.00) annually."*
Currently there are no dispatch fees. **See response to question 48.**

3. Page 3, §4.2.2, states, *"Provide a statement that the Proposer has not lost a contract due in part to response time compliance."*

- a) Would the County consider modifying Requirement 4.2.2 to require a disclosure and explanation of any contract terminations related to response time compliance?
- b) We have interpreted Requirement 4.2.2 to apply only to the Proposer. In other words, Requirement 4.2.2 would not require consideration of sister-companies of the Proposer. Please confirm that Requirement 4.2.2 only applies to the Proposer.
- c) We have interpreted Requirement 4.2.2 to apply only to municipal emergency service contracts. Please confirm that Requirement 4.2.2 only applies to municipal emergency services contracts.

The Proposer must disclose and describe in detail any contracts lost because of failure to meet response times by any company under the parent company, and describe what steps have been taken to ensure that the situation will not reoccur. This requirement applies to any and all contracts for 911 ambulance services whether or not the contract was with an agency of the government or private entity. The fact that the Proposers has lost a contract due to failure to meet response times, will not necessarily disqualify the Proposer if adequate measures have been taken to ensure corrective actions have taken place.

4. Page 4, §4.3.1, states, *"The Proposer shall include copies of externally audited financial statements for the most recent three year period."*

To provide 10 double sided printed copies of three years' financial statements represents approximately 3,000 printed pages. To reduce waste, would the County be willing to specify a lower number of printed financials required, along with 10 electronic copies?

One printed copy and ten electronic copies will be acceptable for the financial statement only.

5. Page 4, §4.4, states, *"**Outstanding/Pending Litigation** Provide a statement that the Proposer's parent company and all of its ambulance services or operations either has no pending litigation, or describe legal actions pending and the status as of the date of proposal submission."*

As written, Requirement 4.4 would require disclosure of an abundance of information with little or no impact on services, including, for example, a vendor dispute over uniforms, and Requirement 4.4 seems unnecessary to protect the County from risk in light of the considerable performance security that the County is requesting. Requirement 4.4 also invades the attorney client and work product privileges and requests confidential information.

Would the County be willing to accept a representation and warranty that the Proposer and its parent company:

- a) have no litigation that would materially affect its ability to provide services in Alameda County;
- b) that the Proposer and its parent company have adequate insurance and reserves to cover pending litigation?

The County is not willing to accept a representation and warranty as requested in a) and b) above. The County is seeking information related to any pending litigation. The County is requesting a brief statement of the jurisdiction, litigants, and issues. Supplemental information may be requested at a later date. Electronic submission of this information is acceptable.

6. Pages 4-5, §4.4, states, "**Outstanding/Pending Litigation Contractor shall agree to notify County within twenty four (24) hours of any litigation or significant potential for litigation of which Contractor is aware.**" (Emphasis added).

Would the County please clarify that this requirement pertains to litigation or significant potential for litigation that would materially affect service in Alameda County?

The County is requiring notification of any litigation that will materially affect services in Alameda County, and/or any litigation that may affect the financial stability of the parent company.

7. Calendar of Events (page 6) Can the proposal due date be changed to allow more time for response preparation? Is there flexibility in the timeframe allocation assuming the same implementation date, i.e. could more time be allocated to the period between agreement award and startup with less time for agreement negotiations?

See amendment #2.

8. Section 9.12 (page 8) Does the reference to no confidential or proprietary information include prospective employment agreements that may involve employees of the incumbent service or other bidders?

The County expects Proposers to identify key leadership personnel assigned to Alameda County. The County does not require copies of employment agreements.

9. Page 19, §1.1, states, "*The Agreement issued as a result of this RFP will include a one hundred percent (100%) compliance to response time standards to all areas of the EOA.*"

Most EMS systems in America require 90% response time performance to a defined standard, which is the requirement in Alameda County today. It's generally accepted that 100% performance is not possible or cost effective. Does the County intend for 100% to be a goal or a contractual requirement? **See answer to question 2(b).**

10. Page 10, §11.1, states, "*The CSC will be composed of parties from outside Alameda County who have expertise or experience in the provision/oversight of 911 ambulance transportation systems. EMS, with the assistance of its consultant, shall serve as staff to the CSC to provide assistance and technical expertise upon request of the CSC but neither County personnel nor the consultant shall participate in the evaluation or scoring of submitted proposals. The CSC will select a Contractor in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CSC.*" (Emphases added).

Would the County consider taking extra steps to make sure that the County EMS Agency and Health Department have some say in which bidder is selected including having the County's financial experts thoroughly evaluate the financial and pricing aspect of each proposal to ensure the proposal selected is able to be successfully implemented and sustainably maintained?

The County will select a Contractor based on the recommendation of the committee. The County has taken great care to develop a scoring system that is fair and equitable, and intends to select members to serve on the CSC who, in the opinion of the County, have the expertise and background to perform this task.

Section 14.1 states: The CSC will recommend (emphasis added) award to the Proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the Proposer with the lowest cost.

11.

Page 11, §11.2, states, “Proposers shall not contact or lobby evaluators during the evaluation process. Attempts by Proposer to contact and/or influence members of the CSC may result in disqualification of the Proposer.”

As we prepare our proposals we will draw on the expertise of many experts in the EMS industry. Would the County please tell us the names of the people on the CSC so that we can make sure not to unknowingly violate this provision of the RFP?

Section 11 (page 11) To protect Proposers from inadvertent contact with members of the County Selection Committee, will the County share the names of those serving on the committee?

The names of the committee members will not be revealed prior to the selection of the Contractor. Incidental contact with one of the evaluators is not considered a violation of this section. Evaluators will be informed as to their role in this process and will be expected to follow this requirement as well. The County is concerned about intentional contact to lobby or influence the decision. May we assume that contacts with County employees in the normal course of business are permitted? **Yes**
12.

Page 12-13, §11.8, states, “**Evaluation Criteria:** Each criteria in the table below will be evaluated based on: 11.8.1 How well the Proposal demonstrates an understanding of the requirements of the RFP; 11.8.2 The description of the methodology that will be used to meet the requirements; and, 11.8.3 The likelihood of success based on the reasonableness of the approach, the commitment of resources, and adequate infrastructure to support the proposal.”

Would the County please provide the guidelines that will be provided to the CSC along with a detailed scoring sheet to be used by the CSC to score the proposals and select the Contractor?

The guidelines that will be provided to the CSC will not be provided to the Proposers. The scoring matrix on page 13 shows the County's emphasis. See Exhibit P for items to be scored.
13.

Section A. 1.1.1 (page 19) This section states 100% response time compliance is the expectation; Section H 2.2 explains that there are no penalties until response time compliance falls below 90%. Should response time performance consistently be between 90 and 100% could the contractor be considered in default?

Performance consistently between 90-100% would not be considered a material breach of the agreement.

In addition, Section 5.9 on page 80 states “repeated failure of Contractor to meet response time requirements” is a cause for a default declaration. Please clarify.

Repeatedly falling below 90% could be considered a material breach of the agreement pursuant to Exhibit B Section D(5).
14.

Page 19, §1.5, states, “Contractor shall participate in pilot or research programs as requested by the EMS Medical Director and authorized by the EMS Director. All pilot programs must be approved by the EMS Medical Director. Contractor agrees that their participation in pilot projects shall entail no

additional cost to County. Contractor further agrees that services provided under pilot projects shall be in addition to the other services described herein.”

Would the County be willing to estimate the annual investment that a Contractor would be expected to make for the purposes of participating in research studies and pilot projects? This would help ensure appropriate pricing as part of our proposals.

The County cannot estimate the annual investment related to research studies and pilot projects. However, all research and trial studies will be approved by a clinical review committee on which Contractor and other system providers will participate. Potentially high cost items will be discussed far in advance of any pilot project implementation.

15.

Section 1.5 (page 20) Please describe the role of the contractor in pilot or research programs. For example, will the contractor be asked to simply cooperate with protocol compliance and data gathering or will the role be more involved to include analysis of the data, authorship of scientific papers, management of the IRB, etc?

At a minimum, the Contractor will be responsible for protocol compliance and data gathering. Ultimately EMS wants the Contractor to be not only a catalyst for research, but also a joint partner with EMS for other research projects.
16.

Section C.1. 1.1 (page 21) The proposer fully anticipates medical protocol changes and evolution of the system over time; however, is there a process by which changes, particularly those which increase costs to the system, are evaluated to protect both the system and the Contractor from increased costs without corresponding benefits or cost recovery?

There is an annual policy review process that begins in March. In addition, there are several committees that meet to discuss system changes. Any and all changes to the system are based on validated research and current standards of care, and all changes will take into account a cost-benefit analysis prior to implementation.
17.

Section D. Clinical Quality Improvement (page 21). Is the response to this section expected to reference existing operations (i.e. credentialing) or the proposed services to Alameda County or both?

The response to the RFP should reference what is being proposed for Alameda County including credentialing, experience etc.
18.

Section 2.4.4 (page 25) Please describe how the County currently addresses service inquiries and complaints. Is the County satisfied with the performance of the existing system?

The County is looking for progressive and innovative ways of dealing with service and billing issues. In the response to the RFP, the Proposer should include its plan for the handling of service inquiries, suggestions and complaints.
19.

Page 31, §2.1, states, *“Personnel in leadership positions (as described in 2.4-2.10), including supervisors, are subject to approval by the Agreement Administrator.”*

Would the County consider providing the criteria by which approval will be granted or withheld?

Section 2.1 (page 31) What process will the County use to approve personnel in provider’s leadership positions?

The current agreement provides for the County to approve Contractor’s management personnel. It is anticipated that a similar provision will be contained in the agreement as it relates to management personnel, as defined in the RFP, Exhibit A, Section E(2). County will match proposer personnel’s qualifications and experience and training with EMS system needs and requirements.

20. Section 2.5 (page 32) Please clarify the medical director staffing. It appears the County provides the medical director but requires .5 FTE be paid by the contractor. Is this a separate individual or half the cost of the County medical director?
The 0.5 FTE medical director position described in the RFP is the Contractor's employee.
21. Section 2.8 (page 32) Are Clinical Field Supervisors currently responding to all ECHO calls?
The Clinical Field Supervisor is a new position, so currently they do not respond to ECHO calls. At the present time we are not using MPDS call categories for response, although the plan is to implement this with the new agreement.
Is there a response time standard for Clinical Field Supervisors? **No.**
Is the expectation to have two on duty at all times? **Yes**
Is the requirement for two Clinical Field Supervisors from the system (including Fire) or provided solely by the Contractor? **By the Contractor for Contractor's personnel for the entire EOA.**
22. Section 2.8.7 (page 33) Is the Contractor responsible for purchasing the PemSoft software?
If PemSoft software is being used at the start of the agreement the software will be provided by the County.
23. Section F (pages 36-37) Is it the County's vision to have a tiered EMS system? Is the BLS level a requirement for Alpha and Bravo calls or the minimum staffing level? In the instance of multi-casualty events is BLS an acceptable level of transport? What is the current ratio of ALS to BLS units employed by the incumbent provider?
If by a tiered system you mean using MPDS call categories to their fullest potential, then yes. BLS staffing for Alpha and Bravo calls is permitted by MPDS but not required. BLS staffing is an acceptable level of transport in a multi casualty event. EMS does not have information about the ALS vs. BLS unit ratio as currently all 911 ambulances are staffed with one paramedic and one EMT. BLS units are used outside of the 911 system.
24. Section 2 (page 37) Does the County define "extended shifts" and "adequate rest"?
These terms need to be defined or explained by the Proposer as part of the response to the RFP.
25. Section 4.6 (page 39) Please describe the EMS orientation required by the County. How often is orientation provided and how flexible is the County in offering the orientation? Is there a cost to the Contractor for the training?
County orientation is required for accreditation of ALS personnel and optional for BLS personnel. However, in the future it is anticipated that this will be a requirement for BLS personnel as well. Orientation is currently held monthly as needed at the EMS agency and there is no charge for attending EMS orientation.
26. Section 4.9 (page 40) Is there a cost to the Contractor for the Homeland Security training other than personnel time?
No. The minimum training is ICS 100 and 200 which can be done online at no cost.
27. Section 6.2 (page 42) Is there a prohibition against the Contractor's use of MMRS or UASI funds to support the purchase of PPE or other equipment? **No, however, any additional funding applied for or obtained must be coordinated with the County.**
28. Section H. 1 (page 43) Are Alameda County EMS resources, including field and Clinical Field Supervisors, available for purposes other than emergency calls?

Our goal for these positions is that they be available for teaching and clinical supervision for the 911 EMS system. However, they may be asked, for example, to support the medical/health branch at the Emergency Operations Center, if activated, and participate in drills and exercises.

29. Page 45, §2.2, Table 3, lists the response time compliance requirements for Echo, Delta, Charlie, Bravo, and Alpha calls.
Could the County please provide us with two years' worth of detailed historical call data broken down into these five determinants so that proposers can create an appropriate system status plan?
About 1 ½ years worth of data that was provided at the proposers conference on the distributed CD.
30. Section 2.4 (page 46) Are Alpha and Bravo calls considered red light and siren (emergency) or non red light and siren responses (non-emergency)?
Alpha is BLS – Cold, Bravo is BLS – Hot. MPDS categories are not automatically defined as code 2 or code 3 and the County's position is that the use of red lights and siren has little bearing on the emergency nature of a response. This will be more specifically defined in the agreement as a result of the RFP.
31. Section 2.10 (page 49) Statistically significant variations in demand can either be a cause for exceptions in response time standards, or increased provider cost. Has the County considered response time exceptions for any unusual and unpredictable variation in volume other than a declared disaster (e.g., a pandemic or media report of a health issue which results in a dramatic increase in patient transports?)
Is the County open to alternatives based on Statistical Process Control?
The County is open to review information on Statistical Process Control; however, the only exceptions allowed are described in the RFP and there are no other "automatic" exceptions. Any unusual event, including significant variation in demand, may be submitted as an exception request as described in Exhibit A, §H, 2.11.
32. Table 6 (page 54) What technology/processes are in place to track compliance with PCRs left at receiving hospitals? Is it anticipated that current monitoring capabilities will continue?
The County is looking to the proposers response to the RFP to develop system processes for tracking PCRs based on your proposed technology.
33. Section 2.15.3 (page 58) Please provide a detailed description and tour of the County's Dispatch Center as well as a managerial and technical review of current operations. What CAD and modules are currently being used in the Dispatch Center? Please provide a job description or position title of the person assigned to the Communications Center to oversee EMS dispatching. Please describe the function of the position and what authority it has in the process. Does the County provide this employee a CAD workstation, printer and telephone or does the Contractor supply equipment? Please provide the name of a contact person at the County's Dispatch Center who can provide technical information about the center.
This position and job description will be negotiated in conjunction with EMS and the County approved dispatch center. Pursuant to a request by some of the Proposers, the County provided a tour of the dispatch center to all potential proposers.
34. Section 2.16.1 (page 58) Who currently owns the licenses for the radio frequencies used by the County Dispatch Center for ambulance dispatch?

Alameda County (ALCO) Communications holds the licenses for radio frequencies used by both first responders and ambulances in the county that utilize the 800 MHz trunked system. The 800 MHz radios are the property of each agency and are programmed by ALCO communications. Each agency pays a per radio fee to use the system. If a provider wishes to use an internal radio frequency that is not on the county system that provider holds the license for that system.

What frequencies are hospital emergency departments currently using to communicate with EMS units? 800 MHz.

35. Transmission of 12-Lead EKG (page 60) What processes and equipment are currently used for transmission and receipt of 12-lead EKGs?
It depends on the equipment used by the provider agency. We do not require one product over another.
36. Section on PCR at receiving hospital (page 61) Is there an exception for leaving the PCR at the receiving hospital prior to crew departure in the case of unusual demand or a declared disaster? Unusual demand may be submitted as an exception request as described in Exhibit A, §H, 2.11. In the event of a declared disaster the PCR requirement would most likely be suspended as use of disaster triage tags would supersede. Many system performance requirements may be suspended during a declared disaster by the Contract Administrator.
37. Section 2.17.4 (page 61) If the requirement for monthly financial reports is consistent with the current agreement, please provide copies of these reports for the preceding three years.
We are not able to provide this information to you.
38. Section e (page 64) Is an electronic form of the list of employees acceptable for real time accuracy or is there a timeframe associated with a printed update?
An electronic form of the list of employees for both the annual and update files is preferred. Printed copies are not required.
39. Page 66, §2.2.1, states, "All Advanced Life Support (ALS) and Basic Life Support (BLS) continuing education offered by Contractor to its employees shall be available to first responders on the same terms and conditions upon which it is made available to employees."
Do these terms and conditions include first responder payroll costs or just the cost of materials and instructors?
Section 2 (page 66) Is Contractor responsible for continuing education for all First Responders? If the Contractor is responsible for providing continuing education to First Responders on the "same terms and conditions upon which it is made available to employees" is the Contractor responsible for paying First Responders during training as they pay their own employees?
The County is requiring that the Contractor make CE courses it offers available (*emphasis added*) to first responder agencies, including advertising to first responder agencies. Contractor is not responsible for first responder agency payroll costs. If the Contractor is charging a fee for the course the same fee may be assessed to the first responder.
40. Section 3.2 (page 68) Please describe the current ePCR system and its performance.
A product developed by the current service provider.
Is there a list of County approved vendors for the ePCR?
No
What is the Contractor's responsibility for equipment purchase, maintenance and support for ePCRs used by agencies other than itself e.g. First Responders?

See question 2(h)

What is the forecast for the quantities of ePCRs needed by First Response for the term of the agreement? What is the forecast of quantities of personnel for First Responder who will need technical support for ePCR, if it is the County's intent for the Contractor to provide such support?

This will depend on the number of fire departments that agree to participate.

Page 68, §3.2, *"If, in the opinion of the County, the product described in 3.1 [a proposed electronic data collection system and ePCR] is superior to the system currently in use, the Contractor would be expected to provide this system to all EMS responders at no cost to these agencies."*

ePCR systems usually include software, hardware, maintenance, support, and help desk functions. Could the County please clarify which components of an ePCR system the Contractor will be required to provide to other agencies at no cost to those agencies?

See answer to question #2-h

41. Section 4.3.1 (page 69) What community education projects have been previously implemented? How successful have these project been in demonstrably improving the health status of the community?
The hospital-to-home program, jointly sponsored by EMS and the current service provider, that provides a variety of information to individuals going home from the hospital. (see the October 2008 edition of the EMS newsletter that was provided on the CD at the Proposers Conference. The Senior Injury Prevention and Falls Prevention programs provided by EMS. What are the health status priorities of the County EMS District?
The Public Health Department is focusing on improving social & health Inequity. To address health inequities, broader social inequalities must be tackled - access to power, resources, and opportunities – all of which determine the distribution of health and disease within the population. EMS is focusing on cardiac arrest, CVA, CPR in the schools, and asthma.
42. Section 7 (page 70) Please describe the current Customer Feedback Survey process and results. **The current contract does not require the current service provider to share this process. The Proposer's response to the RFP should include processes for this requirement.**
43. Section 8. (page 70) Is the current operation CAAS accredited?
This is a new requirement.
Are current policies and procedures the property of the County or the Contractor?
The County issues policies and procedure for use by all system participants, and only the County can develop, revise or delete system policies. Contractor is responsible for their internal company policies.
44. Section 9.3.2 (page 71). What are the current Disaster Response Vehicle/Equipment specifications and are any changes to this equipment anticipated prior to a new agreement? Is it the Contractor's responsibility to maintain any other disaster response vehicles or mobile hospital equipment purchased by the State or County? Please provide a detailed description of the Contractor's responsibility related to obtaining, storing, maintaining or administration of non-ambulance disaster related equipment.
See Amendment #8. Alameda County does not have the above described Disaster Response Vehicle and/or equipment.
45. Section 10.2.1 (page 72) Please provide copies of "prior written agreements" related to mutual aid requests in addition to the data to be provided at the bidders' conference. What is the

methodology for bidders to ask questions about data to be distributed at the Bidders' Conference or afterwards?

At this time there are no written mutual aid agreements between the transport provider agencies. The County will coordinate the process to develop and execute mutual aid agreements between the Contractor and the other transport providers.

46. Section 10.6 (page 73) What are the expectations of “servicing other emergency response areas”? Does this create a “duty to serve” which may create unbudgeted, ongoing additional financial and operational responsibilities for the Contractor?
This provision is intended to ensure ambulance service is provided to all areas of the County. Should the need arise to provide service to areas outside of Contractor’s EOA, it is the expectation of the County that the Contractor will provide the requested service. The Contractor would be entitled to the revenue generated by these calls. See Amendment #9 for clarification.
47. Page 76, §2, states, *“EMS Director will approve annual increases to patient charges Annual rate increases will be the greater of two and one half percent (2.5%) or the increase of the (CPI) that will be capped at five percent (5%) for any given year.”* Page 77, §4.1, states, *“... An annual increase of first responder fees will be 3% per year for the term of the Agreement.”*
The dynamics of healthcare collections and unpredictable income streams make CPI inadequate to fund future cost increases. A 3% increase in charges based on a 3% increase in CPI would only result in 1.0-1.5 increase in revenue. Over time this would place the system revenues significantly behind the cost of inflation.
Section C.2 (page 76) What is the historical experience on fee adjustments? Please provide the historical experience of user fees and collection in the County?
Historically, when the current service provider has requested an increase and provided appropriate documentation, EMS has submitted the request to the Board of Supervisors for approval. Is the County open to adjusting the 5% cap fee adjustment in an environment of hyper-inflation? Unusual circumstances that require increases will be considered by EMS with appropriate documentation, subject to approval by the Board of Supervisors.
48. Section 4 (page 77) In regard to both First Responder Fees and Dispatch System Fees, are there separate escalator mechanisms to adjust for inflation, call volume increases, changes in standard of care etc. or should the Contractor anticipate an aggregated 3% increase for First Response and no annual increase for dispatch fees over the term of the agreement?
The first responder increases are correct. Increases in dispatch fees are based on costs and, increases will be decided by the dispatch advisory board. If the Contractor's ambulances are dispatched by the County Dispatch Center, the Contractor would become a member of the Alameda County Emergency Response Communication Center, thereby having input on costs and increases. See also Amendment #10 for additional options regarding dispatch.
49. Page 77, §4.1, states, *“First Responder Fees: An annual increase of first responder fees will be 3% per year for the term of the Agreement.”*
Would the County be willing to adjust this amount based on the revenue available from user fee increases, net for government payer rate structures and charity care?
The County is not willing to change the rates for first responder fees, as described above. The County is willing to negotiate patient charges in response to reductions in Contractors revenue.
50. Section 6 (page 77) Air Ambulance Agreement. Please describe the policies and philosophies regarding air transport.

Air ambulance policies can be found in the administration and field policy manuals on the EMS website.

51. *Page 79, §4, states, "County shall have the right to terminate or cancel Agreement or to pursue any appropriate legal remedy in the event contractor materially breaches Agreement and fails to correct such material breach within seven (7) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure."*
If the Contractor's response time performance were less than 100% would it be in breach of the agreement? **No. For further clarification, please see the answers to questions #2b, 9, and 13.**
52. *Section J (page 85) Since the County has raised the possibility of early takeover please describe the current agreement lame duck provisions and how they differ from the new agreement. If identical, please provide details of the rental agreement for vehicles. If early takeover is due to incumbent breach, has the County contemplated use of the current Contractor's performance bond to pay the new Contractor for costs related to early takeover?*
Should the need arise, the current agreement contains the lame-duck provision which was provided at the Proposer's Conference on the distributed CD. If any takeover is necessary due to incumbent breach, the Contractor and the County would negotiate the costs and an accelerated start-up, including the use of the performance bond, and rental of equipment, vehicles and facilities.
53. *Section 4 (page 86) Please clarify as to whether the Contractor is expected to share with the County any revenues from private work performed.*
Contractor is not required to share revenue from private work.
Is the Contractor allowed to charge for standby services other than those provided to public safety agencies i.e. sporting events as private work?
Yes; however, any services provided do not relieve the Contractor from it's responsibilities pursuant to the 911 agreement. Ambulances used outside of the 911 service are subject to the requirements of the County's ambulance ordinance.
54. *Section 7.1 (page 87) Please clarify the role of the Contractor's Dispatch Center referenced in this section. Is there an expectation that the Contractor will need a separate dispatch center from the one operated by the County?*
The County prefers that the Contractor uses the County dispatch center; however, see Amendment #10 for options regarding dispatch.
55. *Section 15 (page 89) Please provide the General Agreement Provisions referenced.*
The General Service Provisions are the standardized boilerplate for the County's terms and conditions. These terms and conditions are subject to negotiation between the County and the Contractor. Those provisions that are not relevant will be deleted. For example, the County's Small, Local and Emerging Business requirement has been waived and will not be part of the agreement. In addition, terms and conditions described in the RFP and the resulting proposals will be incorporated into the agreement. A copy of this document was provided at the Proposer's Conference in the distributed CD.
56. *Page 100, §5, states in bold letters, "PROPOSER AGREES THAT THE PRICES QUOTED ARE THE MAXIMUM THAT WILL CHARGE DURING THE TERM OF ANY AGREEMENT AWARDED, WITH THE EXCEPTION OF FEE INCREASES BASED ON THE CONSUMER PRICE INDEX."*

Would the County be willing to require a specific rate increase each year that takes into account the large bad debt and contractual allowance that exists?

Price increase considerations were detailed in the RFP. See also the answer to question 2i.

57. Page 104, §4 states, *"The proposal must include a statement that the Proposer is willing and able to comply with all terms and conditions described in Exhibit B, 'Regulatory Compliance and Financial Provisions'...."*
Page 89, Exhibit B, §15 states, ***"GENERAL AGREEMENT PROVISIONS In addition to the specific Agreement provisions listed in this document, the written Agreement will include general conditions required by County in agreements such as this."***
Several sections in the RFP identify that an agreement will be negotiated between the parties after the award of the agreement. Has the County already prepared a draft agreement? **No**
If so, would the County be willing to provide Proposers with a copy of the draft agreement?
The agreement will be drafted based on information provided in the RFP. See General Information, #14, 14.5.
58. Page 117, Exhibit P, Proposal Checklist/Mandatory Table of Contents, states, *"Future Proposal Cycles"*. Page 84 does not contain that subheading but does contain the subheading, *"Current Service Provider's Employees"*.
Would the County please clarify whether "Current Service Provider's Employees" should replace "Future Proposal Cycles" on page 117 of the table of contents?
Exhibit P should be changed to "Current Service Provider's Employees". A corrected version of Exhibit P and the Table of Contents was provided on the CD at the Proposers Conference.
59. *Is it acceptable for Proposers to use the Alameda County EMS logo in their proposal?*
Yes. A high resolution electronic version of our logo was provided at the Proposer's Conference, on the distributed CD.
60. *Will the proposal copies provided by the Proposers be the copies given to the Selection Committee? If photocopies are provided instead of originals, that effects color selection for graphics.*
The CSC will receive original and electronic copies of the submitted responses.
61. *For purposes of calculating labor costs, please provide current wages by employee, job classification and seniority date with individual names redacted.*
EMS does not have access to this information.
62. *Please provide a copy of the current union agreement. Is there any prohibition from the incumbent making significant changes in the labor agreement, its recruiting and retention practices, its treatment of employees or its compensation practices after submission of proposals and before implementation of services by its successor?*
The County does not have access to this information.
63. *Is there information available about the EMS Medical Director who will serve during this agreement? It is our understanding that the current Medical Director may be retiring. Can you provide any information about a new medical director and his/her philosophy?*
Throughout the term of the agreement EMS staff will change. Information on current staff can be found on the EMS website

64. Will call history and Alameda County maps be available in digital format? If so, can the following information be included:

a) **Call History:** Call Data was provided at the Proposers Conference and can also be found on the EMS website.

- Unique, alphanumeric identifier or record number
- Ambulance location at time of dispatch
 - longitude-latitude
 - address-city-state-ZIP
- Location of scene of incident
 - longitude-latitude
 - address-city-state-ZIP
- Date/time of dispatch
- Date/time of arrive at scene
- Date/time of ambulance available to receive next call for service
- Priority of call and associated descriptions
- Response time compliance zone of scene of incident
- Response type area, i.e., urban/suburban, rural, or remote

b) **Maps (digital):**

- Alameda County roads
These are available from many vendors and sources
- Boundaries of the all response time compliance zones
See Exhibit A, §H-2, 2.2. The response zones are based on city boundaries, with the exception of the unincorporated areas of the County.
- Boundaries of the all areas by response type, i.e., urban/suburban, rural, and remote
Logistical difficulties have delayed this information. However, we will provide this information as soon as possible.

**PART III:
RESPONSES TO QUESTIONS ASKED DURING THE PROPOSES CONFERENCE**

1. **The RFP says it requires two clinical supervisors per shift, and just so we're all bidding the same thing, I presume this means two supervisors on 24/7? Yes**
2. **Will we be getting a transcript of this meeting? No.**
3. **How will the fact that a proposer has lost a agreement due in part to response time compliance be reflected in scoring? The evaluation committee does not include the County, so is that a separate evaluation process?**

This is in the pass/fail section; however, submission of adequate corrective measures to prevent similar situations from occurring in Alameda County would be required in order to pass this section. The selection committee may not include individuals from the County, but they are representatives of the County and act on behalf of the County.

4. **There are parts of the RFP that start with the phrase, "The contractor shall." When we're writing the proposal do you want us to say we agree or do you want us to write a section that says we agree a lot. The question is how will responses to requirements that we agree to, how will that be scored?**

Scoring is based on your response to the RFP. Some of the requirements are informative and some may require additional information. Proposer should use its judgment in answering these sections.

5. **How will participation in research projects be evaluated and scored. There will be a variance in the way that the proposers choose to address this.**

While participation in pilot or research projects is not identified specifically in the mandatory table of contents (Exhibit P), participation is an expectation of the ambulance transport agreement. The County is not willing to provide any additional specific information regarding the evaluation criteria other than that contained on page 13 of the RFP.

6. **On the fees in the formula it uses a proposed base rate, mileage and oxygen. Is this a one-year rate averaged across all the years or some of all the years?**

Your proposed patient charges submitted on Exhibit G are the "year-one" rate.

7. **You're going to extrapolate some increase in volume and price?**

EMS will evaluate the "year-one" rate and calculate out the five-year projected increases. Projections will be calculated using a consistent forecasting model applied to each proposal.

8. Is the data clear enough?

The data that should be used is in Exhibit G, Table. B.

9. You said that you were open to looking at something with review of statistical process control here. How would we provide, you said provide input. How would we provide input, is that a proposal variable? If I could clarify, by using a declared disaster as the event trigger that something unusual has happened, perhaps works in most parts of health care, but in EMS there can be essentially a disaster-like effect on the EMS system a single patient at a time. It could be unrelated to a true health issue, but the news does a report about the swine flu, and call volume triples for a two-hour period, people thinking they might have swine flu. It's not a declared disaster, but it's an unusual, unpredictable event.

See the answer to written question 31 submitted in writing prior to the Proposers Conference.

10. Relating to question number five, Page 4, and your additional information about the County wanting a brief description of incident, jurisdiction, and outcome. Given the County's desire for all of this related information as it specifically relates to the proposer and all the operations, parent company and subsidiaries, the potential for the size of that amount of information is considerable. Would the County accept that in an electronic format?

One electronic file is fine.

11. Would it be permissible to provide suggestions for how the hospitals receive and distribute the data?

Anything that supports your capability or experience in any operational piece that's included in the RFP is appropriate for sharing.

12. Question number three, Page 3. ~~If I missed this, I apologize.~~ Letter C, is it safe to assume that the disclosure is related or needs to be pertinent to municipal emergency agreements? You're not looking for every nursing home that ever changed a provider?

See the answer to question #3 submitted in writing prior to the Proposers Conference.

13. Question 43, Page 17. You clarified well the role of the provider in the ePCR, but you mentioned that the software would need to be provided. I'm presuming you mean if software is not commercially available? Could you clarify if the provider were to choose a commercially available ePCR, does it still need to provide the software to the first responders or may the first responders separately purchase that software?

If the Contractor chooses a commercially available product, this item could be negotiated as part of the ambulance transport agreement.

14. On the pass/fail financial stability, at what level is there a failure?

What is important is that the entity has the financial strength and access to capital to provide start-up costs and to ensure ongoing operations in the event that the revenue falls short of projections. Individuals on the CSC will have expertise in the finances of EMS operations to evaluate this issue.

15. You were talking about the potential change of radio systems in 2015. Is there a cost estimate or would the County establish a cost cap for the provider to anticipate? Otherwise that could be a significant bid variable. One provider's reserve for that technology may be different than another's.

If the Proposer follows the requirements in Exhibit A, Section H, #2.16.4 and does adequate due diligence, Proposers should be able to cost this out.

16. I know we asked the question about the scoring. You went through a lot of detail on the relative strength of the pricing piece which I thought was helpful. I'm wondering is there any break-out that we could get to help guide us?

No. There is no additional break-out of points other than the mandatory Table of Contents and the evaluation criteria in the RFP.

PART IV:
WRITTEN COMMENTS AND INPUT TO RFP, AND RESPONSES THERETO

AMR | Paramedics Plus | Royal Ambulance

1. The MPDS data provided at the PreBid Conference on June 25th does not appear to contain any Echo calls or addresses/locations for any of the calls in that data set. In order to accurately plan the system for Echo response, we will need more complete data. Our initial calculations indicate that to meet the new 8:30 response time requirement would require a significant increase in patient fees.

The MPDS data provided at the PreBid Conference on June 25th does not appear to contain any Echo calls or addresses/locations for any of the calls in that data set. In order to accurately plan the system for Echo response, we will need more complete data. Our initial calculations indicate that to meet the new 8:30 response time requirement would require a significant increase in patient fees.

This data was provided to EMS by AMR

2. Additionally, in alignment with the County's commitment to data-driven and evidence-based decisions, we performed a quick analysis of the most serious calls, cardiac arrests, which we've handled in Alameda County over the last year and a half (01/01/2008 to 06/27/2009). We found that in 59.5% of the cases transport paramedics arrived in less than 8 minutes. The return of spontaneous circulation (ROSC) rate for those patients was 14.7%. For the 40.6% of patients with a transport paramedic response time greater than 8 minutes the ROSC rate was 16.9%. While this analysis was not conducted as a proper research study it does suggest that it might be worthwhile to study the impact on clinical outcome.

Would the County consider waiving the Echo response time requirement for the first year of the agreement, and instead require proposers to describe the scientific process they would use to study Echo calls to determine mechanisms that could improve clinical outcomes?

Herein, Proposers are given an opportunity to submit alternate proposed patient charges (see Exhibit G and Amendment #10).

If the County chooses the 10 minute response time requirement, for the first year of the agreement, Contractor will be required to develop a research project using the scientific method to study ECHO calls. The project should include methods to determine mechanisms that could improve clinical outcomes, including an 8 minute and 30 second response time versus (compared to) a 10 minute response time.

This project should include a description of the process Proposers suggests to test performance improvement concepts, including reduction in response time. This research project would ensure that cost increases to patients in the community result in better outcomes. Study methodology must be approved by the EMS Medical Director prior to implementation. All study costs will be the responsibility of the Contractor.

3. **Does the proposed 911 system design allow for the 911 agreement provider to establish a relationship with a BLS non emergency provider, with the goal of providing system support on Alpha calls when indicated, such as during peak times, or on calls where multiple low acuity Alpha patients require transports to the hospital.**

The County does not object to this arrangement as long as the sub-contract is between the Contractor and the subcontractor. The Contractor would continue to be responsible for all aspects of the Ambulance Service Agreement entered into with the County.

4. *Separation of enhanced Response Time Performance Standards and Staffing Configuration for ECHO responses.*

The RFP describes response time standards which are different between ECHO and Delta MPDS Dispatch Categories both in Personnel Configuration and Response Time Compliance Requirements. We agree with the underlying philosophy that the patients at greatest risk are the system's highest priority. However, we suggest that the response time standard and the staffing configuration should change.

The problem is the cost of driving system performance based on relatively rare events, and the likelihood that these investments may not improve patient outcome. ECHO responses represent approximately 2% of all MPDS determinants in typical EMS systems. If the SSP is fine-tuned to achieve a more rapid response time on this rare category, by default that response time standard determines the cost of the system. The two minute difference in response time standards between ECHO and Delta is a significant cost difference.

See above response to question #2.

5. Next, the addition of more paramedics for ECHO determinants requires either a dual paramedic staffed unit, or the dispatch of multiple ALS units to each ECHO call. Multiple unit assignments to a single case are not unusual, so that is not a concern, *per se*. The issue is the combination of a multiple unit response and a tighter response time standard. In effect, the system incurs the cost of two ALS EMS units capable of quite rapid response, because one unit on scene is inadequate. That means two units have to be "in position" to meet this strict response time standard, creating a much more expensive system, without any corresponding revenue source.

Pursuant to Exhibit A Section 2, Table 3, the personnel configuration for ECHO calls may include one paramedic from the fire department and one from the Contractor (preferred). The Contractor is expected to staff each system ambulance for Echo, Delta, and Charlie calls with, at a minimum, one paramedic and one EMT.

6. Finally, there is question in our minds if this investment in system costs would have a positive effect on patient outcome, which we know is the underlying objective. The "PitCrew" workflow design described in the RFP suggests that Alameda County recognizes the value of operational workflow analysis and optimization. Our experience is that ECHO calls benefit from a well orchestrated scene with the majority of the first few minutes on scene focused on establishing a strong BLS foundation. Regardless of how many paramedics are on scene in those first few minutes, the priorities are the

ABCs. Paramedics, no doubt are essential, but too many too early has been proven in our systems to reduce cardiac arrest survivability.

Therefore, we favor a common response time standard for both ECHO and Delta calls, with the addition of a practice of also sending the second closest ALS unit (or Clinical Field Supervisor) to ECHO calls.

See above response to question #2.

7. *Reduction in scope, scale and complexity of Provider penalties.*

Penalties are an effective tool for aligning incentives between social benefit driven public organizations and profit driven private sector providers. The underlying logic is to leverage that profit motive to reward behaviors of the contractor which provide value to the customer. However, the penalty structure described is quite complex and expensive to the provider. It is so expensive that the only practical strategy for any experienced provider is to budget the penalties as a part of the expected cost of operation. Once that logic occurs, the penalties are simply a “cost of doing business” and lose their effectiveness in influencing behavior. We recommend a reduction in the scope, scale and complexity of the penalty structure in order to minimize cost shifting to patients.

The County consolidated the penalty structure (See Amendment #6)

8. *Management of factors of deployment essential to response time performance*

To effectively and efficiently manage the resources of an EMS organization to meet a response time standard, it is essential that the same management team control the factors of production and deployment. Therefore, we recommend that the provider dispatch and deploy it’s own resources.

Since all three prospective bidders have experience in Emergency Medical Dispatch, and we understand the Alameda County and Oakland dispatch centers do not have this experience, call-taking and EMD may optionally be provided by the EMS Transport provider.

There are economies of scale and workflow advantages in co-locating with police and fire services, so we support that concept.

See Amendment #10 for new options regarding dispatch.

9. *Statistical measure of system overload as an automatic response time*

As the universal access point for the US healthcare system, EMS not only is effected by variation in demand based on declared disasters and other multi-casualty events, but also experiences variation in demand based on less noteworthy and sometimes subtle changes in the public perception of health. For example, a media story about a health issue in a different community can create a significant and unpredictable change in EMS call volume.

Alameda County has taken a position in its RFP which effectively shifts all the risk for variation in demand to the EMS Transport Provider. There is no formula for defining “system overload” or exempting the provider from response time standards during a period of unpredictable high call volume. There is a provision for a “declared disaster” but many of the extreme variations in EMS demand are not declared disasters, because the “disaster” occurs one patient at a time – and is not defined as a “disaster” from any perspective other than that of the EMS provider.

We understand that Alameda County's previous response time exemption processes were not effective and too complex, and change is desired, but we believe there is a simple way to set "risk corridors" around call volume. For example, in our Oklahoma operation with EMSA we annually determine "system overload levels" based on the average hourly call volume plus 2 times the standard deviation. To illustrate, if for any hour of the week the average call volume was 10 concurrent calls, and the standard deviation¹ was 5, the "system overload" would be set at 20 ($10 + (2 \times 5)$), which is the average (10) plus the standard deviation (5) multiplied by 2. The 21st simultaneous call would be exempted from response time standards, if it was "late".

Unusual system overload may be submitted as an exception request and the examples above could be submitted as documentation to substantiate the exception request; however, the County will not consider any additional situations as an automatic exemption.

10. Timeline for RFP Responses

Alameda County will receive better and more thoroughly researched proposals if the providers are given more than 75 days to design and document their proposed EMS operations. Given the complexity of the system, and the County's desire to involve multiple first responder agencies in the delivery system, with both creativity and accountability for future performance, more time between distribution of the revised RFP and submission of proposals is requested. The timeline contains ample allocation for subsequent processes, and a 30 to 60 day extension in proposal submission will not impact the implementation schedule. This change would improve the competitiveness of the process and the quality of the proposals.

A new calendar of events has been provided (See Amendment #2)

¹ Standard deviation is a statistical calculation that illustrates the amount of variation. It is often used in statistics and quality management to determine outliers and statistically significant events.

EXHIBIT G (revised)
PROPOSAL FORM: PATIENT CHARGES

1. Patient Charges shall be submitted on this exhibit in **Table C** as is. Proposed patient charges submitted should be the "year-one" rate. Proposed patient charges should take into consideration the cost of providing care to indigent patients. No alterations or changes of any kind are permitted. Proposals that do not comply will be subject to rejection in total. The primary means of Contractor compensation is through fee-for-services reimbursement of patient charges.

2. The County has adopted a "bundled" rate for ambulance services with a single base rate, whereby most fees for service are included in the base rate, with the exception of oxygen, mileage, and Treat-No transport; there is no distinction between ALS and BLS base rate. The selected Contractor should be able to operate for six (6) months after agreement start date without revenue.

3. **Table A** shows the current approved charges in Alameda County.

Table A - Current Approved Charges	
Bundled Base Rate	\$1,294.90
Mileage/mile	\$29.80
Oxygen	\$97.63
Treat, Non-transport rate*	\$359.70

**Treat, Non-transport rate applies to patients who receive a treatment intervention (such as 50% Dextrose) and subsequently refuse transport. Assessment (vital signs, EKG, etc.) does not constitute treatment interventions*

4. **Table B** shows the current service provider's experience over the past 3 years. We are providing this information to enable Proposers to make revenue projections, which will assist them in determining the appropriate patient charges

Table B - 2006 - 2008 Data					
Year	Total # of Trips	Total Mileage	Average Trip Miles	# of trips with oxygen	% of trips with oxygen
2006	84,143	489,514	5.82	44,025	52.32%
2007	86,031	494,428	5.75	49,434	57.46%
2008	87,389	493,608	5.65	53,759	61.52%
Grand Total	257,563	1,477,550	5.74	147,218	57.16%

5. The patient charges quoted in **Table C** shall include all taxes and all fees charged to patients or third party payers. Proposals should reflect a bundled rate structure and no other charges for supplies, equipment, or procedures, or other services will be accepted. Contractor shall comply with fee schedule and rates proposed in response to this RFP and negotiated with the County.

Table C - Proposed Charges (based on all specifications contained in the original version of the RFP)	
Complete the proposed charge for each item listed below. No other patient charges will be considered.	
Bundled Base Rate	\$ _____.
Mileage/mile	\$ _____.
Oxygen	\$ _____.
Treat, Non-transport rate*	\$ _____.

**Treat, Non-transport rate applies to patients who receive a treatment intervention (such as 50% Dextrose) and subsequently refuse transport. Assessment (vital signs, EKG, etc.) does not constitute treatment interventions*

6. **Table C 1-3** Although Proposers are not required to, the County will accept additional pricing configurations based on the following options:

Table C -1- Proposed Charges (based on a response time to ECHO and DELTA calls in 10 minutes)	
Complete the proposed charge for each item listed below. No other patient charges will be considered.	
Bundled Base Rate	\$ _____.
Mileage/mile	\$ _____.
Oxygen	\$ _____.
Treat, Non-transport rate*	\$ _____.

Table C-2- Proposed Charges (Based on dispatch of Contractor's ambulances by Contractor)	
Complete the proposed charge for each item listed below. No other patient charges will be considered.	
Bundled Base Rate	\$ _____.
Mileage/mile	\$ _____.

Oxygen	
Treat, Non-transport rate*	

Table C-3 - Proposed Charges
(based on a response time to ECHO and DELTA calls in 10 minutes; and, dispatch of Contractor ambulances by Contractor)

Complete the proposed charge for each item listed below. No other patient charges will be considered.	
Bundled Base Rate	\$ _____.
Mileage/mile	\$ _____.
Oxygen	\$ _____.
Treat, Non-transport rate*	\$ _____.

Proposer agrees that the prices quoted are the maximum that will charge during the term of any agreement awarded, with the exception of fee increases based on the consumer price index.

FIRM:

SIGNATURE: _____ DATE: ___/___/___

PRINTED NAME:

TITLE: