# SECTION 1: INTRODUCTION AND BACKGROUND

# **1.1 INVITATION**

The City of Kyle (City) Texas invites experienced and qualified Bidders to submit proposals to provide emergency advanced life support (ALS) ambulance services as specified in this document for all of the City of Kyle and two additional surrounding areas as defined by the current service provider as Zones 62, 63, and 64 (See Attachment A). The successful bidder will be granted an exclusive contract for five (5) years with the opportunity to earn up to a single five (5) year extension. The contract start date will be January 1, 2012 at 12:01 a.m.

# **1.2 System Design**

This is a request for proposals (RFP) for Exclusive Operating Area (EOA) 1 which includes the entire City of Kyle. The precise boundaries of this EOA are shown on Attachment D. The system design requires Advanced Life Support to stop the response time clock and 2 paramedics for transport. If first responders provide initial ALS, a transport unit response time shall be required. Additional minimum standards are specified in Section 4 of this document.

# **1.3 DESCRIPTION OF CITY OF KYLE**

City of Kyle, in terms of geography with 19 square miles, is the second largest city in Hays County, Texas. The population based upon the 2010 census is approximately 28,500 persons, most of which are located along the I-35 corridor in one of the city's successful neighborhoods. The city is mostly flat with minimal hilly terrain divided almost equally by limestone soils to the west of I-35, and Blackland Prairie to the east. The northern City boundary is with Buda and Austin located in an approximate west-east line at CR 2770 and FM 1626 to Kelly Smith Road and is mostly uninhabited land due to the location of the quarry. The southern border is with the City of San Marcos and is approximately located in a west-east line at Yarrington Road and is also mostly uninhabited with the highest density of population located near the City core and Kyle Parkway.

With a commitment to affordable housing and prime location on the I-35 corridor, Kyle is known mostly for its quality of life and easy access to Austin, San Marcos and San Antonio. Kyle industry is mostly light commercial, medical, agricultural and retail. The largest employers within the City are Seton Hospital and government including the Hays Consolidated ISD. The enrollment of Hays CISD is now over 14,000 students and expected to continue to increase within the next 5 years.

The topography does not limit the road system, however there are only two major intercity thoroughfares which are I-35, running mostly north and south connecting Kyle with Austin to the north and San Marcos to the south, and FM/RR 150 which is the main connecting thoroughfare

running east and west from the SH 21 to Dripping Springs. Kyle Parkway was completed in 2006 and serves as a secondary north thoroughfare into Austin and provides the only railroad overpass in this area of Hays County and access to Seton Hospital. CR 2770 runs from northwest Kyle into the city of Buda. This of course is an oversimplification of the city of Kyle's road system, but on its face it would seem the bulk of accidents and transports occur using these major roads.

Kyle has a history of natural disasters including tornadoes and floods, the latter which can engulf roadways and make routing to and from calls a concern.

# 1.4 HISTORY OF KYLE EMS

The City's current ALS/EMS service provider is the San Marcos/Hays County EMS (SMHCEMS). SMHCEMS was formed and incorporated by the City of San Marcos and Hays County 1983 as a 501(c)3 not for profit corporation. SMHCEMS is owned and controlled jointly by both the City of San Marcos and Hays County. Since incorporation they have provided both emergency and non-emergency E.M.S. to the Cities of San Marcos, Kyle, Niederwald, and Mountain City and cover a large part of the unincorporated areas of Hays County. SMHCEMS currently provides service with seven Mobile Intensive Care Units stationed throughout the service area with two units stationed in Kyle. SMHCEMS staffs with two Paramedics on each MICU to provide a high level of prehospital care. SMHCEMS has state of the art equipment, new ambulances, and progressive/aggressive standards of care. The Medical Director of SMHCEMS has over 15 years of E.M.S. experience and is currently a Paramedic as well as a Physician. SMHCEMS has active Quality Assurance and Continuing Education Programs for its employees.

# **1.5 MEDICAL CONTROL**

<u>Medical Director</u> – The City does not currently contract with a physician to serve as Medical Director. The bidder will need to provide their own Medical Director with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation, and evaluation of the local EMS system.

<u>Treatment Protocols</u> – The Bidder will need to provide to the City for review as a part of their bidding packet Advanced Life Support (ALS), Basic Life Support (BLS), Pediatric policies and protocols, and trauma scoring used by first responders, EMT-1s, paramedics, mobile intensive care nurses (MICNs), and Base Hospital physicians to provide care to patients in the field. These policies and protocols must be approved by the Public Safety Committee and City Council. The policies and procedures shall undergo regular review and revision.

<u>On-line</u> – Bidder must be able to provide communication infrastructure such that authorized mobile intensive care nurses (MICNs) and base hospital physicians (BHP) can communicate directly with paramedics during the care and transport of emergency patients.

<u>Retrospective Review</u> – Bidders must provide assurances for retrospective review by the base hospital, service providers, and EMS Agency to ensure quality patient care by reviewing care received by patients.

# **1.6 ADVISORY COMMITTEE**

City Council Public Safety Committee -- The role of the City Council Public Safety Committee (PSC) is to act in an advisory capacity to the City Council on all matters relating to emergency medical services, to review the EMS related activities in the City, to provide residents of the City an opportunity to participate in the making of policy for the emergency medical services system, and to report the Committee's observations and recommendations to the City Council.

The PSC meets on an as needed basis, and is chaired by a designated council member ensuring that that views of the citizen members of the committee are heard and taken into account in recommendations that come from the committee to City Council.

# 1.7 EMS DISPATCH

Public Service Answering Points and Dispatch Centers – Hays County currently dispatches EMS through their Public Service Answering Point (PSAP). The City of Kyle also has one primary PSAP at the Kyle Police Department Dispatch Center (KPDDC). The KPDDC currently handles 9-1-1 calls and non-emergency calls for the Kyle Police Department but will be expected to take over EMS dispatching from Hays County should the successful bidder selected not be a part of the Hays County partnership or otherwise able to contract with Hays County or another suitable organization to provide dispatch service.

Cellular telephone calls to 9-1-1 are routed to the nearest PSAP according to where calls originate. This may mean that some cellular calls for 9-1-1 which the EMS service provider must respond to may originate with Hays County PSAP rather than City of Kyle PSAP. Emergency calls can most often times be transferred between the two with minimal delay.

# **1.8 CALL VOLUMES**

			10/01/2010 To 04/30/2011				10/01/2009 To 04/30/2010			
ID	Description		Count	Cnt%	Dollars	Dol%	Count	Cnt%	Dollars	Dol%
62	ZONE 62-KYLE-E OF 135	0	( 195	3.61	95424.00	3.43	188	3.14	101925.00	3.23
63	ZONE 63-KYLE PROPER		21009	18.68	539538.75	19.37	1121	18.72	617586.50	19.56
64	ZONE 64-WEST OF KYLE		) 68	1.26	32328.50	1.16	83	1.39	41973.75	1.33

#### **1.9 CHARGE STRUCTURE**

#### SAN MARCOS-HAYS CO. EMS AMBULANCE COST PROJECTION FOR KYLE AREA F-Y 2012

#### October 1 2010 thru April 30 2011 charges

Zones 62,63,64,68 1,358 calls generating gross charges of \$713,583 avg \$525.47/call

1,358 / 7 = 144 per month X 12 = 2,328 projected for year

\$525.47 X 2,328 = \$1,223,294 gross charges for year

Rate increase projected 21% additional charges of \$256,892

Projected gross charges for 2011-2012 Budget = \$1,480,186

Projected collection percentage of 42%

Charge structure

BLS-BASE	\$725
ALS-1 BASE	\$825
ALS-2 BASE	\$925
Non Emergency	\$400
Mileage -all	\$15 / loaded

# **1.10 COST PROJECTION**

.10 COST1	. KUJE			04111440			10
		АМВ	JLAN		COS-HAYS C		E AREA F-Y 2012
	Lie	unh unda		Annual	Number		Tatal
	Ho	urly rate		Annual	Number		Total
Paramedic	\$	15.00	\$	49,920.00	6	\$	299,520
	\$	16.00	\$	53,248.00	3	\$	159,744
EMT	\$	11.50	\$	38,272.00	3	\$	114,816
						\$	574,080
	Ass	oc. perso	nne	costs (30%)		\$	172,224
	тот	TAL PER	SON	INEL COSTS		\$	746,304
ADDITIONA	LEXP	ENSES					
			2 8	Stations / utilit	ies	\$	16,800
			Te	lephones		\$	1,500
			Fu	el/oil		\$ \$ \$ \$ \$	35,000
			Su	pplies/medica	l/ianitorial	\$	15,000
				pairs		\$	12,000
				ing service		ŝ	34,000
				tural gas		Ψ	54,000
			Wa	ater/Wastewa	ter		
			Ve	hicle Insurand	e	\$	4,000
			Ad	min		\$	30,000
				dio Service		\$	960
	Total	additional				\$	149,260
			то	TAL COSTS		\$	895,564
REVENUE F	ROM	PATIENT	CHAR	GES			
				CTED (7 MO BA	SIS)	\$	1,480,186
				WRITE OFF	,	\$	858,508
					NET	\$	621,678
FINANCIAL	SUPP	ORT NEED	DED			\$	273,886
	F-Y 2	2011 SUPP	ORT			\$	160,000
	F-Y 2	2011 REQU	EST				\$220,890

### SECTION 2: SUBMISSION, EVALUATION, AND AWARD

### 2.1 NOTICE TO BIDDERS

This Request for Proposals (RFP) does not commit the City of Kyle to award a contract, to pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety the RFP process if City deems it is in its best interest to do so. This RFP shall not be construed to be a low bid process, although price will play a critical role. The contract, if awarded, will be negotiated with the bidder who can best meet the City's needs as identified in this RFP.

The City specifically makes no promises or guarantees concerning the number of emergency and non-emergency calls or transports, quantities of patients or distance of transports that will be associated with this procurement. The City has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP.

It is in the bidder's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the bidder's best interest to make a proposal that meets the stated requirements contained in this RFP. While bidders may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals. Bidders are invited to submit alternatives to the services described within this RFP, if such alternatives are in the best interests of the City.

This procurement encourages combinations of organizations in order to provide the required services. However, there shall be only one contractor, under whose auspices the proposal is submitted and who must assume all liability and responsibility for achieving the specified performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the bidder and separate entities must be pre-approved in writing by the City and shall be described within the proposals.

The official contact policy for this RFP is: There will be only one opportunity for bidders to discuss the RFP specifications and process at the bidders' conference. Bidders may submit questions or recommended modifications to the RFP prior to the conference. All such questions must be in writing and received by 12:00 p.m. Wednesday August 10, 2011. Address questions:

City of Kyle RE: RFP K 10-11-2 James R. Earp, CPM Assistant City Manager PO Box 40 100 W Center St Kyle, TX 78640

#### or by email at jrearp@cityofkyle.com

All written questions received from potential bidders, as well as the City responses, will be distributed at the bidder's conference. Any amendments or clarifications to the RFP made following the conference will be distributed to all attendees at the conference. Since there will be no other opportunities to discuss the RFP or the competitive process with City staff, attendance at the bidder's conference is highly recommended for all bidders.

The bidder's conference will be held:

August 12, 2011 3:00 pm. City of Kyle Conference Room 100 W. Center St Kyle, TX 78640

The Texas Open Records Act/Public Information Act, Texas Government Code Chapter 552, provides that access to information concerning the conduct of government business is a fundamental and necessary right of every person in the state. Public records are defined as any writing relating to the conduct of the public's business and are open to inspection during normal business hours with few exceptions.

There are specific exceptions to the Open Records Act. In the event the City receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to notify City of any right to confidentiality that may exist. The City may assert that right based on its own legal analysis. City will not seek a judicial determination of any asserted right of confidentiality that may exist outside of an Attorney General Opinion. The City will not make that assertion on behalf of the bidder. Absent a judicial determination, or Attorney General opinion that the documents are exempt from disclosure, they will be subject to inspection.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the City of Kyle, and/or its agents, officers or employees, that the City has violated a bidder's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

# 2.2 SUBMISSION AND RECEIPT OF PROPOSALS

Proposals must be submitted in the format described in Sections 3 and 4 of this document. Proposals can be modified by replacement of original sealed RFP as long as the modification is received no later than the time and date specified below. A sealed proposal may also be withdrawn prior to the submission deadline in person by a bidder or an authorized representative, provided his/her identity is made known and he/she signs a receipt for that proposal. Withdrawals will not be considered eligible for resubmittal. Proposals and modifications to proposals received after the time and date specified in the RFP are subject to rejection. The City will mark the time and date that the proposal is received on the envelope or box. A Proposal Bond must accompany each proposal. The amount of the bond is \$40,000. The City of Kyle will return the bond to any unsuccessful bidder within ten (10) business days after the tentative award of the contract. The successful bidder's bond will be retained by the City to ensure execution of the agreement. The bond will be returned to the successful bidder upon final City Council approval of a contract with that bidder, and receipt of countersigned executed contracts.

Upon receipt by the City, all proposals will receive a number and the date and time of receipt will be recorded. All proposals received prior to the deadline shall be kept in a secure place. Opening of proposals shall be public and witnessed by at least two (2) people. These openings will occur no more than thirty minutes after the deadline at the same location specified for delivery. Late proposals may be returned to the bidder unopened or destroyed.

All proposals shall remain firm for at least 180 days from the date specified for opening the proposals.

# 2.3 **REJECTION OF PROPOSALS**

City reserves the right to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. City shall notify the bidder of a rejected proposal.

# 2.4 EVALUATION OF PROPOSALS

All accepted proposals received before the deadline will be reviewed and a recommendation will be made to the City Council. The City reserves the right to accept or reject the recommendation.

The City may conduct investigations of bidders' submissions and claims as it deems necessary. Furnishing of false or misleading information during the proposal process may constitute a breach of contract and /or reason for rejection.

Bidders will be expected to give presentations and answer questions on their proposals to a committee and/or City Council. Presentations will be limited to a maximum of one (1) hour, although the proposal itself should include all elements required. Presentations may be followed by a Question and Answer session.

All information requested from bidders for inclusion in the proposals is important. In order to provide some indication of the relative importance of each section the following percentages of weighting is provided:

<b>Section</b>	Section Title	<mark>Weight</mark>

Each proposal will be reviewed to determine if the bidder can meet the City's requirements as set forth in this RFP. The bidder must demonstrate that each requirement is met. Where documentation relative to a specific requirement is incomplete or silent, it shall be assumed that the proposal is deficient.

The City will develop a rating system that may or may not contain a point system. Each reviewer shall rank each proposal according to the individual reviewer's judgment as to the relative merits of the competing proposals.

# 2.5 WAIVER OF REQUIREMENTS

The City reserves the right to waive any RFP requirement(s) it deems in the best interest of the City so long as that requirement is waived for all proposals.

# 2.6 PROTESTS

All protests shall be made in writing, signed and addressed to:

City of Kyle RE: PROTEST RFP K 10-11-2 James R. Earp, CPM Assistant City Manager PO Box 40 100 W Center St Kyle, TX 78640

Protestants shall state the reason(s) for the protest, citing the law, rule, regulation or procedure on which the protest is based. If a protest is based on what appears to be an erroneous assessment of the ability of a bidder to meet the RFP specifications and requirements, the protester must provide facts and evidence to support the claim. If the protest is sent via U.S. Mail, it must be sent certified or registered before the deadline. If the protest is delivered in person the protester should obtain a receipt of delivery. All protests shall be submitted <u>no later than 12:00 pm. on August 29, 2011</u>. Protests will be reviewed and written response will be provided to the protester.

# **SECTION 3: CREDENTIALS**

### 3.1 CREDENTIALS OVERVIEW

Credentials shall be submitted as a part of the proposal. Credentials will be used to determine:

- <u>Analogous Experience</u> Documentation demonstrating the bidder has experience managing an emergency ALS service to a community with a population of at least 30,000 in 2 of the past 5 years, or equivalent.
- <u>Regulatory Compliance and Litigation</u> Documentation of compliance with fractile response time performance and other regulatory/contractual expectations.
- <u>Financial Stability</u> Evidence of sufficient capital for contract implementation and financial reserves to sustain operations.

# 3.2 **PROPOSAL REQUIREMENTS AND FORMAT**

One original, identified as the "master" and containing original signatures, with fifteen copies of the proposal and the Proposal Bond of \$40,000 will be submitted in a sealed envelope or box <u>no later than 3:00 p.m. August 26, 2011</u> to:

City of Kyle RE: RFP K 10-11-2 James R. Earp, CPM Assistant City Manager PO Box 40 100 W Center St Kyle, TX 78640

Proposals shall be typewritten using a font of Times New Roman 12 point, or equivalent and unbound. The use of three ring binders is acceptable. Proposals shall include page numbers and have major sections tabbed. See Section 4 for more detail.

Each proposal shall include a table of contents. The table of contents shall outline the proposal content and shall be sequenced and numbered consistent with the requirements of this Section. Any information, which does not fit logically into one of these labeled sections, shall be appended to the proposal in an area separate from the proposal.

# **3.3** CONTENT OF CREDENTIALS

Provide the following information:

- 3.3.1 Describe your organization's history and experience in providing emergency and advanced life support ambulance service. Include:
  - Your business name
  - Legal business status (i.e., partnership, corporation, etc.)
  - Number of years in business
  - Other or prior business names

- Whether bidder holds controlling interest or is controlled by other organization
- Financial interest in related business
- Business partners in the last five (5) years
- 3.3.2 Provide a list or table of every community your organization currently serves and every community it previously served. Indicate:
  - Type and level of service provided including the population served
  - The contract period
  - Whether the contract was competitively awarded
  - The name, address, contact person and telephone number
  - Remaining term of each contract
  - Circumstances under which any contracts were terminated, failure to complete and allegations of deficient service if applicable.
- 3.3.3 Document your organization's experience providing emergency and advanced life support ambulance services meeting independently verifiable maximum (fractile) response times for both code 2 and code 3 requests. Present examples of compliance for at least a 2- year period to fractile response times for metropolitan/urban, suburban/rural and wilderness in analogous areas.
- 3.3.4 Document your organization's experience providing equitable response time among neighborhoods.
- 3.3.5 Describe your organization's experience in integrated EMS systems involving fire service and other public entities as subcontractors.
- 3.3.6 Document your organization's current net worth and the form of that net worth including its capacity to convert non-liquid assets into cash if needed. Provide an audited financial statement of current assets and liabilities for the past two years.
- 3.3.7 Document your organization's access to working capital, including the finance of equipment needed to service a system such as the one in Kyle, TX.
- 3.3.8 Provide evidence of the amount of current reserve borrowing power for your organization.
- 3.3.9 List commitments or potential commitments, which may impact assets, lines of credit, guarantor letters, or otherwise affect your abilities to perform this contract.
- 3.3.10 Describe the circumstances of any bankruptcy filings or terminations of emergency ambulance service involving your organization within the past 5 years.
- 3.3.11 List all litigation in the past five years involving your organization or any principal officers in connection with any contract for similar services. Include title of the case, case number, court and monetary amount.

3.3.12 List business or professional licenses or certificates held by your organization required to provide the services required by this contract.

# **SECTION 4: PROPOSAL**

Following are the Proposal Requirements and Format described in 3.2 of the Proposal to include the following:

# 4.1 INTRODUCTION SECTION

The Introduction Section of the Proposal shall include:

- A letter of transmittal from the bidder to the City, summarizing the proposal, shall accompany the proposal.
- Proposal Identification Page Attachment A
- Statement of Intent and Affirmation Attachment B
- Investigative Authorization Company Attachments C
- Statement of the Bidder's Acceptance of the Minimum Requirements

# 4.2 **PROPOSAL OPTIONS**

Each Bidder *shall* submit a proposal for Option A:

- Urban/Suburban (Population density of greater than 51 persons per square mile): ALS Response to 90 percent of all calls each month in 8:00 minutes or less Transport Response to 90 percent of all calls each month in 12:00 minutes or less
- Rural/Wilderness (Population density of 0 to 50 persons per square mile):
  ALS Response to 90 percent of all calls each month in 20:00 minutes or less
  Transport Response to 90 percent of all calls each month in 30:00 minutes or less

Bidders *may* also submit a proposal for Option B:

- Urban/Suburban (Population density of greater than 51 persons per square mile): ALS Response to 90 percent of all calls each month in 10:00 minutes or less Transport Response to 90 percent of all calls each month in 15:00 minutes or less
- Rural/Wilderness (Population density of 0 to 50 persons per square mile): ALS Response to 90 percent of all calls each month in 30:00 minutes or less Transport Response to 90 percent of all calls each month in 45:00 minutes or less

Bidders *may* also submit a proposal for Option C: A system designed to meet the intent of the requirements of this RFP with the Bidder's recommended response time standards. The system proposed must separately identify the ALS response time standard and the transportation response time standard.

For each Option submitted include a 3-year budget and proposed ambulance rates. Complete the Charge Scenarios Form, found in the Appendix, for each Option submitted.

# 4.3 System Design/Integration and Rural Parity Section

The System Design and Integration Section of the proposal shall include:

Description of Bidders method/manner of meeting the minimum requirement or criteria; and, Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

4.3.1 Start-Up

Describe how your organization would manage the start up of services with the threemonth timeframe from the contract approval to implementation. (Include fleet, other equipment, staff and key personnel.)

### 4.3.2 Initial Deployment Plan

Present a proposed deployment plan that complies with all minimum requirements of this Request for Proposal. The Initial Deployment plan shall be utilized for at least the first three - months of operations.

- a. Deployment Parameters -- All Contractor ambulance responses under the terms of its agreement with the City shall be dispatched as directed by City of Kyle Police Department Dispatch Center (KPDDC) or in compliance with policies and protocols established by the City. Deployment plans shall:
  - i. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
  - ii. Describe 24 hour and system status management strategies.
  - iii. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
  - iv. Include a map identifying proposed ambulance station or post locations and identifying those geographic areas within the response time zones as indicated in this RFP.
  - v. Specify the anticipated average response times to each community including variations based upon variable deployment patterns.
  - vi. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
  - vii. Describe any planned use of on-call crews.
  - viii. Describe any mandatory overtime requirements.
    - ix. Describe how workload shall be monitored for personnel assigned to 24-hour units.
    - x. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
    - xi. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
  - xii. Include signed contracts or "letters of intent" signed by both parties detailing the relationship of organizations participating in the provision of services.
- b. On-going Deployment Plan Requirements -- Following the contract award, a current deployment plan shall be kept on file with the City Secretary and Kyle Police Department. The Contractor shall redeploy ambulances or add additional

ambulance hours if the response time performance standard is not met. Failure by Contractor to redeploy or add ambulance units within two months of notice by the City shall constitute a major breach of contract.

- c. The Contractor shall submit proposed changes in the deployment plan in writing to the City 30 days in advance. The 30-day notice may be waived if an emergency adjustment to the plan is needed to correct an acute performance problem.
- d. <u>Minimum Requirement</u>: Keep a current deployment plan on file with the City Secretary and redeploy or add ambulance hours if response time performance standard is not met.

# 4.4 **OPERATIONS SECTION**

The Operations Section of the proposal shall include:

- Description of Bidder's method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.
- <u>Minimum Requirement</u>: Ensure all operational policies meet or exceed state, federal or City laws, statues, and policies.
  - 4.4.1 Response Time Standards/Penalties
    - a. ALS Response Times -- Code 3 ALS response times vary depending upon the response-time zone to which the Contractor must respond. There are two ALS response time zones broken into three zones in Kyle:
      - i. Option A (Required of all Bidders)
        - 1. Zone 1 Urban/Suburban (Population density of greater than 51 persons per square mile): 90 percent of all calls each month in 8:00 minutes or less
        - 2. Zone 2,3 Rural/Wilderness (Population density of 0 to 50 persons per square mile): 90 percent of all calls each month in 20:00 minutes or less
      - ii. Option B -- Bidders may also submit a proposal for Option B:
        - 1. Urban/Suburban (Population density of greater than 51 persons per square mile): 90 percent of all calls each month in 10:00 minutes or less
        - 2. Rural/Wilderness (Population density of 0 to 50 persons per square mile): 90 percent of all calls each month in 30:00 minutes or less
      - iii. Option C -- Bidders may also submit a proposal for Option C: A system designed to meet the intent of the requirements of this RFP with the Bidder's recommended response time standards.
    - b. Transport Response Times If Contractor subcontracts with ALS first responders, Contractor shall also be required to meet Transport (ambulance arrival) response time standards. These times vary depending upon the responsetime zone to which the Contractor must respond. There are two transport response time zones in Kyle:
      - i. Option A (Required of all Bidders)

- 1. Urban/Suburban (Population density of greater than 51 persons per square mile): 90 percent of all calls each month in 12:00 minutes or less
- 2. Suburban/Rural/Wilderness (Population density of 0 to 50 persons per square mile): 90 percent of all calls each month in 30:00 minutes or less
- ii. Option B -- Bidders may also submit a proposal for Option B:
  - 1. Urban/Suburban (Population density of greater than 51 persons per square mile): 90 percent of all calls each month in 15:00 minutes or less
  - 2. Rural/Wilderness (Population density of 0 to 50 persons per square mile): 90 percent of all calls each month in 45:00 minutes or less
- iii. Option C -- Bidders may also submit a proposal for Option C: A system designed to meet the intent of the requirements of this RFP with the Bidder's recommended response time standards. Supply supporting documentation to demonstrate organization's ability to meet the response time criteria. Such documentation shall contain procedures, including monitoring and verification procedures, to be used to record and analyze response time statistics.
- iv. <u>Minimum Requirements</u>: Accept City response time performance standards for response to Code 3 requests.
- c. Response Time Exceptions -- In some cases late responses will be excused from financial penalties and from response time compliance reports. Examples of current exceptions include:
  - i. Call was reduced from Code 3 to Code 2 by KPDDC
  - ii. Multiple units to the same scene.

These excuses shall be for good cause only, as determined by the City. The burden of proof that there is good cause for the excuse shall rest with the Contractor and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis. Contractor shall file a request for each response time excuse on a monthly basis with the City of Kyle EMS Agency within 15 days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response.

Excuses may be granted for instances of "move up and cover" or "mutual aid" consistent with EMS policy and procedure. The financial penalties may be waived based on special circumstances.

iii. List your recommendations for response time exemptions

iv. Minimum Requirements: Accept the Response Time Exception procedure.

d. Response Time Calculations – Response times shall be calculated from the hour, minute and second the call is dispatched by KPDDC to the hour, minute and second the Contractor's ALS or transport unit arrives on scene. A call is considered "dispatched" at the time of initial radio and/or pager toning as automatically captured via the Computer Aided Dispatch System.

- i. <u>Minimum Requirement</u>: Agree to calculate response times as defined by the City.
- e. Applicable Calls -- Response time standards shall be applicable to all Code 3 calls. ALS response times and transport response times will be calculated and monitored separately. Each incident shall be counted as a single response regardless of the number of first responders or ambulances actually utilized and only the first arriving ambulance's time shall be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade.
  - i. Minimum Requirement: Accept definition of applicable calls.
- f. Community Response Zones City of Kyle has 3 community response zones (See Attachment D). Contractor shall have a monthly Code 3 ALS response time and transport response time compliance of 90% within each zone.
- g. Penalty for Failure to Meet Response Time Standard -- Contractor shall pay City \$10.00 per minute for each ALS and transport response that does not meet the response time standard including mutual aid response if not during a declared disaster or MCI.
  - i. Minimum Requirement: Accept penalty for failure to meet response time standards, and acknowledge that payment of penalty does not relieve Contractor of responsibility for compliance with response time standards.
- h. Penalty for Failure to Meet Community Response Zone Time Standard Code 3 response less than 90% in any zone per month will be considered a Minor Breach and will be fined \$5,000 for each occurrence.
  - i. Minimum Requirement: Accept penalty for failed response and agrees to report these calls as required by City.
- i. Penalty for Failure to Provide Data to Determine Compliance -- Each time an ambulance is dispatched and the ambulance crew fails to report and document onscene time, Contractor shall pay City \$250. When on-scene time cannot be provided for a particular emergency call, response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance. In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of the City of Kyle an accurate on-scene time, however, the response would then be subject to response time penalty calculations.
  - i. Minimum Requirement: Accept penalties for failure to provide data necessary to determine response time compliance.
- j. Performance Report -- Within fifteen (15) working days following the end of each month, Contractor shall submit a written report to the City of Kyle, in a manner required by the City of Kyle, identifying each emergency call dispatched which did not meet response time standard, each use of a BLS ambulance, and each failure to properly report times necessary to determine response time, on-scene time, and transport time. Contractor shall identify causes of performance failures and shall document efforts to eliminate these problems.
  - i. Minimum Requirement: Provide monthly performance reports in the required format, including identifying emergency calls that did not meet

response time standard, ALS staffing standard or the response time data requirement.

- k. Penalty Assessment -- Pay City monthly for any penalties after receipt and acceptance by City of performance reports with penalties identified for the previous calendar month.
  - i. Minimum Requirement: Accepts the penalty assessment procedure.
- Penalty Disputes -- If Contractor disputes City's response time calculation, or the imposition of any other penalties, Contractor may appeal to the Public Safety Committee in writing within ten (10) working days of receipt of notice of penalty. The written appeal shall describe the problem and an explanation of the reasons why such penalty should not be assessed. The Public Safety Committee shall review all appeals and shall issue a decision regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalty in writing to the Contractor and City Council within thirty (30) working days of receipt of such requests and advise of the determination of such review. The decision of the City Council regarding such matters shall be final.
  - i. Minimum Requirement: Accepts the penalty dispute procedure.
- m. Air Ambulance/Air Rescue Services -- The City reserves the right to allow helicopter air ambulance or helicopter air rescue services to operate in the City for the purpose of providing air ambulance/air rescue transportation services for both immediate and scheduled responses. This includes flights and transportation within the exclusive operating area/City. Prehospital utilization of such services is based upon City of Kyle policies and procedures. The Contractor shall comply with City of Kyle policies and procedures regarding the use of these services.
  - i. Minimum Requirement: Agrees to use air ambulance and air rescue services according to City Policies.
- n. Standby and Special Events -- If the sponsor of a special event wants a dedicated standby emergency ambulance at the event, Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Nothing herein shall excuse Contractor from satisfying its obligations under the terms of its contract with the City.

#### 4.4.2 Dispatch Requirements

- a. Dispatch Contractor shall contract with and make bi-annual payments for emergency paramedic dispatch services to the City's exclusive emergency dispatch center, KPDDC, or an acceptable regional alternative as determined by the city. If contracting with KPDDC estimated costs to Contractor will include at a minimum:
  - i. Personnel (4 dispatch, 2 call takers)
  - ii. Overhead
  - iii. Equipment

Specific Dollar amounts will be negotiated upon successful bid.

b. Communications Equipment -- Contractor shall provide and maintain in good operating condition, communication equipment consistent with City Policies and Procedures. Such communications equipment shall be compatible with existing

KPDDC equipment, and remain so during the period of the exclusive operating area agreement. City contracts with LCRA for radio equipment.

- i. Include a list of proposed communications equipment.
- c. City Provided Equipment Contractor shall pay for cost of maintaining any city provided radios. Contractor shall reimburse City for all costs of repairing Contractor-provided equipment.
- d. Minimum Requirement: Dispatch and communication requirements and costs as set forth in Section 4.4.2.
- 4.4.3 Equipment and Supplies
  - a. Ambulances -- All ambulances used under the contract shall be of a Type I, II, or III, shall be in good condition, and shall meet or exceed the current Federal KKK standards at the time of the vehicles' original manufacture, except where such standards conflict with State of Texas standards, in which case the State standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of Texas. The Contractor shall maintain, and provide to the City, a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the Contract, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the City.
    - i. Include a list of proposed ambulances for this contract and or specifications for new vehicles to be purchased for this contract.
    - ii. List any specifications developed to improve reliability; and any standard modifications to be made to new vehicles prior to placing them in service.
    - iii. Describe your proposed fleet size in relation to peak load coverage requirements and fleet standardization policies.
  - b. Ambulance Equipment and Supplies -- Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet Federal, State, and local requirements for ALS level ambulances, including the requirements of City Policies and Procedures. Contractor shall be responsible for stocking all expendable supplies including medications. All medical equipment shall be in good repair and in working and safe order at all times. The Contractor shall clearly describe in its proposal how equipment is selected for use and the procedures that ensure such equipment is properly maintained. Contractor shall have sufficient medical equipment and expendable supplies so that there is a sufficient backup to accommodate replacement during repair and for times of excessive demand in the system. Contractor shall ensure that each ambulance is equipped with appropriate emergency communication and alerting devices. Every ambulance shall include the ability to communicate at all times and locations with KPDDC, Base Hospitals, other hospitals, fire agencies, and public safety agencies. Contractor shall ensure that each ambulance unit utilized in the performance of services under the contract is equipped with emergency alerting devices capable of being used to notify ambulance personnel of response need; and radio communications equipment compatible with KPDDC communications

equipment sufficient to meet or exceed the requirements of City Policies and Procedures.

- i. Provide detailed list of equipment (including communications equipment) and supplies, including quantities and brand names to be carried on each ambulance.
- ii. Describe in its proposal how equipment is selected for use and the procedures that ensure such equipment is properly maintained.

Contractor shall develop mechanisms to exchange such items as long spine boards and straps/head blocks, and restock medical supplies used by first responder units when the first responder personnel have provided treatment and patient care is assumed by Contractor's personnel.

- c. Safety -- Contractor shall provide personnel with training and equipment necessary to ensure protection from illness or injury when responding to an emergency medical request.
- d. Vehicle Maintenance Program -- Contractor's vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to a modern emergency service. Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service.
- e. Contractor shall submit a vehicle maintenance program and locations of maintenance services in writing to the City. Records of vehicle maintenance shall be submitted to the City on an annual basis. Appearance of vehicles shall be excellent. Contractor shall repair all damage to ambulances in a timely manner.
  - i. Submit qualifications of maintenance personnel to be utilized, including maintenance program managers.
  - ii. Describe proposed maintenance practices including locations of maintenance services.
  - iii. Describe proposed automated or manual maintenance program record keeping system. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
  - iv. Document your previous three-year vehicle failure rate including units enroute, at scene or with a patient on board.
  - v. Describe your proposed policies regarding timing of equipment replacement and maintenance incentive programs.
- 4.4.4 Penalty for Mechanical Failure -- Contractor shall pay \$500.00 per preventable mechanical failure enroute to or from an emergency call.
- 4.4.5 Disaster Preparedness
  - a. Disaster Plan -- The Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off- duty personnel. Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of

the system's disaster and multi-casualty response system. To the extent that Contractor has units available, but consistent with its primary responsibility to provide ambulance and emergency medical services in the exclusive operating area, Contractor, with City approval, shall render immediate "instant aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.

- i. Describe your organization's disaster and multi-casualty preparedness plan/policies.
- b. Disaster Planning Contractor shall actively participate with the City in disaster planning. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the City and with other agencies. The Contractor shall provide field personnel and transport resources for participation in any City disaster drill in which the City disaster plan/multi-casualty Incident plan is tested.
  - i. Minimum Requirement: Actively participate with the City in disaster planning; designate a representative to regularly attend meetings and be the liaison for disaster activities, and to provide field personnel and transport resources for participation in City disaster drills.
- 4.4.6 System Committee Participation Contractor shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services for the City.
  - a. Minimum Requirement: Participate in the appropriate City EMS committees and related subcommittees as requested.

### **4.5 Personnel Section**

The Personnel Section of the proposal shall include:

- Owner
- General Manager
- Key Personnel
- Description of Bidders method/manner of meeting the minimum requirement or criteria; Description of any enhancement or proposal for exceeding the minimum requirements or criteria.
- 4.5.1 Clinical and Staffing Standards City expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations, and City policies and procedures. All persons employed by Contractor in the performance of work under this contract shall be competent and holders of appropriate and currently valid certificates/licenses/accreditations in their respective trade or profession. Contractor shall be held accountable for its employees' licensure, performance and actions. Patient's privacy and confidentiality shall be protected. Employees shall not disclose patient medical information to any person not providing medical care to the patient.

- a. Minimum Requirement: Ensure that personnel meet or exceed clinical/operational standards established by City policies, procedures and field treatment guidelines.
- b. Ambulance Staffing -- Contractor shall, at all times, staff each ambulance with two persons who are licensed in the State of Texas as an Emergency Medical Technician-Paramedic ("EMT-P"), as those terms are defined in the accepted Texas Health Code. Field personnel with bilingual skills, especially Spanish, are highly valued.
  - i. Describe the mechanism for ensuring that ambulance-staffing standards shall be met.
  - ii. Describe the method by which bilingual personnel will be recruited and hired.
- c. Penalties for Failure to Meet Ambulance Staffing or Clinical Standards --Contractor shall pay City \$250 whenever an ambulance not staffed as required above responds to an emergency medical request. Within 72 hours of discovery, Contractor shall provide City with a full description of each response where there was a failure to meet ambulance clinical or staffing standards and the remedial action taken to prevent a reoccurrence.
  - i. <u>Minimum Requirement</u>: Accept penalties for failure to meet ambulance staffing and clinical standards and to report any failure as required by City.
- d. Management and Supervision -- Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. At least one field supervisor with emergency medical experience shall be on-on duty or on- call at all times to oversee and provide support to field personnel.
- e. Describe the management structure your organization will use to administer/oversee emergency ambulance services
- f. Required Certifications -- Within 6 months of the employee's hiring date or within 6 months of the date of this Agreement all emergency ambulance personnel shall be currently certified in:
  - i. Basic Cardiac Life Support (BCLS);
  - ii. Advanced Cardiac Life Support (ACLS);
  - iii. Pediatric Advanced Life Support, (PALS) or equivalent training approved by the EMS Medical Director;
  - iv. Prehospital Trauma Life Support (PHTLS), Basic Trauma Life Support (BTLS) or equivalent training approved by the EMS Medical Director.
- g. Infrequent-Use Skills Refresher: -- A minimum of 4 hours each year shall be allocated for each paramedic to refresh infrequently used skills as identified by Contractor. Contractor shall be responsible for ensuring that EMT-Ps assigned to ALS ambulances regularly complete this training and annual refresher courses.
- h. Orientation of New Personnel -- Contractor shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, EMS system overview; EMS policies and procedures; radio communications with and between the Contractor, base hospital, receiving hospitals, and KPDDC; map reading skills (including key landmarks), routes to hospitals and other major receiving facilities,

emergency response areas within the City and in surrounding areas; and ambulance equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall be responsible for ensuring that this standard is met.

- i. In-Service Training and Continuing Education -- Contractor shall have a program for ensuring personnel are prepared to respond to emergency requests through inservice training and continuing education (CE).
- j. Driver Training -- Contractor shall maintain an on-going driver-training program for ambulance personnel.
- k. Preparation for Multi-Victim Response -- Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities under a Multi-Casualty Medical Incident Response Plan (MCIP) as well as the City Disaster Plan. The City Disaster Plan is being developed. Contractor is required to develop a MCIP. At a multi-victim scene, Contractor's personnel shall perform as part of the Incident Command System (ICS).
- 4.5.2 Compensation/Working Conditions for Ambulance Personnel
  - a. Work Schedules and Conditions -- At least 51% of the personnel who staff ambulances shall be full time employees. Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel. Contractor shall ensure that ambulance personnel working extended shifts, part time jobs, voluntary or mandatory overtime, are not fatigued to an extent, which might impair their judgment or motor skills. Contractor shall demonstrate that these personnel are provided sufficient rest periods to ensure that personnel remain alert and well rested during work periods.
  - b. Compensation/Fringe Benefits -- The City expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel. Starting wages and benefits for personnel should not be less than those paid by similar providers in the Central Texas Region. The City encourages the Contractor to establish creative programs that result in successful recruitment and retention of personnel. Contractor shall demonstrate, initially and throughout the term of Contract, that the compensation program provides the incentive to attract and retain skilled and motivated employees.
    - i. Include a copy of paramedic personnel compensation/fringe benefits package in the proposal.
    - ii. Submit Compensation Packages.
  - c. New Employee Recruitment and Screening Process Contractor shall operate an aggressive, stringent, and comprehensive program of personnel recruitment and screening designed to attract and select field personnel.
  - d. Treatment of Incumbent Workers If a new provider is the successful bidder, Contractor shall provide a reasonable opportunity for the employees of the current incumbent provider to seek employment with Contractor.
  - e. Communicable Diseases, Safety and Prevention -- Prehospital medical personnel are at increased risk for certain communicable diseases, including tuberculosis and those spread by blood borne pathogens. The Contractor shall have a City

approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention and universal precautions.

f. Critical Incident Stress Debriefing (CISD) -- The nature of work in emergency medical services produces stress in providers. Contractor shall maintain a critical incident stress debriefing program and an on-going stress reduction program for its employees.

### 4.6 QUALITY/PERFORMANCE SECTION

The Quality/Performance Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.
- 4.6.1 Continuous Quality Improvement Program
  - a. CQI Program -- Contractor shall establish a comprehensive continuous quality improvement (CQI) program. The Contractor's CQI program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The CQI program should not be limited to clinical functions alone. For example, response times should be addressed within the program as well as matters such as customer surveys and complaints. The program should include methods to measure performance, identify areas for improvement, and how such improvements can be implemented and then evaluated. The program shall describe customer services practices, including how customer satisfaction is determined and how customer inquiries/complaints are handled. Desirable features for the COI program shall include, but are not limited to, involvement of a broad base of field care providers, use of cross-functional teams to study and correct problems, reliance on data, use of measurement tools, use of clinical indicators, and ties to continuing education. Contractor shall submit a quarterly report to the City to show compliance with approved plan and areas for improvement.
    - i. Minimum Requirement: Comply with City CQI reporting on a quarterly basis.
  - b. Inquiries and Complaints -- Contractor shall provide prompt response and followup to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
  - c. Incident Reports Contractor shall complete an incident report within 48 hours by all parties involved in an unusual occurrence. Contractor shall immediately notify the City of potential violations of any codes or policies.
    - i. Minimum Standard: Cooperate fully with the City or State EMS Authority in the investigation of an incident or unusual occurrence.

d. City Contract Monitoring Quality Staff – Contractor shall fully fund one City position at a cost to be negotiated plus actual cost of living increases. The position will monitor contract compliance. In addition, Contractor shall agree to help defray the City's cost of data management. These expenses will be determined during contract negotiations.

# 4.7 DATA AND REPORTING SECTION

The Data and Reporting Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.
- 4.7.7 Data System Hardware and Software -- The City currently utilizes a CAD/RMS System through New World. The City shall provide the data system software but Contractor must pay for any additional software upgrades and shall implement at its own cost a data system linking key EMS system components with City's system if required. All system components shall comply with HIPAA and be approved by the City.
  - i. Minimum Requirement: Provide the necessary hardware, linkages and staff to comply with the requirements of the City data system.
- 4.7.8 Use and Reporting Responsibilities –The EMS database system shall contain all EMS responses. The database system shall be used for continuous quality improvement. Tracking and trending of all complaints will be reported including billing complaints. Contractor shall maintain current records related to paramedic licensing, accreditation, certification, and continuing education. Contractor shall continuously provide City with a list of EMT-P and EMT-I's currently employed by the Contractor. Information shall include, but not be limited to, name, address, telephone number, social security number, Texas paramedic license number, ACLS expiration date, CPR expiration date and Texas driver's license number. Information necessary to keep this list current shall be updated at least monthly.
  - i. Minimum Requirement: Complete, maintain, and upon request, make available to City copies of:
    - 1. Number of emergency responses and transports.
    - 2. Personnel records (including current licensure and certification)
    - 3. Equipment failure reports.
    - 4. Equipment and vehicle maintenance reports.
    - 5. Patient billing and account documentation.
    - 6. Continuous Quality Improvement program reports.
    - 7. A complete listing of all service complaints received and their disposition/resolute
- 4.7.9 Prehospital Care Reports and Penalties Immediate availability of prehospital care information is mandatory for quality patient care. Contractor shall provide

documentation as approved by the EMS Medical Director to hospital personnel prior to leaving the facility.

- i. The minimum City requirement is appropriate documentation being left at the hospital 90% of the time.
  - 1. Penalties for failure to leave appropriate documentation are \$5.00 per document from 90% to 100%. For less than 90% compliance each patient document will be \$200.00 plus initiation of Minor Breach.
- 4.7.10 Audits and Inspections -- The Contractor shall retain and make available for inspection by the City for at least a three-year period from expiration of the contract all documents and records required and described herein. At any time during normal business hours, and as often as may reasonably be deemed necessary, the City's representatives may observe the Contractor's operations. Additionally, the Contractor shall make available for their examination and audit all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, excerpts of transcripts from such records, and other data related to all matters covered by this contract. City representatives, may, at any time, and without notification, directly observe Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall, at all times, be respectful of Contractor's employer/employee relationship. The City's right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.
  - i. Minimum Requirement: Agrees to audits and inspections required by the City.

#### 4.8 FINANCIAL AND ADMINISTRATIVE SECTION

The Financial and Administrative Section of the proposal shall include:

- Budget
- Ambulance Rates
- Charge Scenarios Attachment E
- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.
- 4.8.1 Budget --To fulfill this requirement, the Bidder shall provide complete information on full costs of its proposed service. Information shall include the Bidder's ambulance system operational budgets for each year of the first three years of operation. Additionally, the Bidder shall also provide complete information on its projected revenue from ambulance service billing for each of the first three years. If

revenue from ambulance service billing does not cover costs of operations, the Bidder shall document its projected source of revenue to offset such loss and shall detail the Bidder's projected timeframe to recoup losses. Bidder shall bid new equipment for ambulances and equipment. "Full Cost" shall mean all costs attributable to the provision of service.

- 4.8.2 Proposed Ambulance Charges The rates presented at time of contract execution shall remain in effect for two years.
  - a. Submit proposed Ambulance Rates
  - b. Submit the completed form "Charge Scenarios" (Attachment E).
- 4.8.3 Performance Security -- Contractor shall obtain prior to commencement of operations and maintain throughout the term of the contract performance security in the amount of \$500,000 in one of the following methods acceptable to the City.
  - a. A performance bond issued by an admitted surety licensed in the State of Texas acceptable to City Counsel, provided that the language of such performance bond shall recognize and accept the contract's requirements for immediate release of funds to the City upon determination by the City that Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the City; or
  - b. An irrevocable letter of credit issued by a bank or other financial institution acceptable to the City in a form acceptable to City Counsel which shall recognize and accept the contract's requirements for immediate payment of funds to the City upon determination by the City that Contractor is in major breach and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the City; or
  - c. A combination of the above methods that is acceptable to the City. The performance bond or irrevocable letter of credit furnished by the Contractor in fulfillment of this requirement shall provide that such bond or letter of credit shall not be canceled for any reason except upon thirty (30) calendar days written notice to the City of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) days following the commencement of the thirty-day notice period, provide the City with replacement security in a form acceptable to the City. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, Contractor shall provide replacement security acceptable to City within twenty (20) days of such occurrence.
  - d. Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected, and prior to contract start date, shall result in forfeiture of the award.
- 4.8.4 Insurance -- Contractor, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum

compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects City and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance coverage and shall not contribute to it. If Contractor utilizes one or more subcontractors in the performance of this Agreement, Contractor shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of Contractor in this Agreement.

- a. Types of Insurance and Minimum Limits
  - i. Worker's Compensation in the minimum statutorily required coverage amounts.
  - ii. Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage with a \$10,000,000 umbrella policy.
  - iii. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, with a \$10,000,000 umbrella policy, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross- liability.
  - iv. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit with a \$10,000,000 umbrella policy.
- b. Other Insurance Provisions
  - If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- c. Minimum Requirement: Comply with the City's insurance requirements.
- 4.8.5 Business Office, Billing and Collection System -- Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible, and is capable of electronically filing Medicare billing claims.
  - a. Describe your billing and collection system.
  - b. Provide a copy of late notice.

- c. Describe how your organization evaluates and improves the billing and collection system regularly. Give at least one example of system improvement in the past year.
- 4.8.6 Annual Financial Audit -- Contractor shall provide to the City annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting principles. Statements shall be available to the City within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the City operation shall be required and shall be subject to the independent auditor's opinion.
  - a. Minimum Requirement: Provide the City an annual audited financial statement according to the requirements identified

# 4.9 COMMUNITY EDUCATION/PREVENTION

The Community Education/Prevention Section of the proposal shall include:

- Description of Bidders method/manner of meeting the minimum requirement or criteria;
- Description of any enhancement or proposal for exceeding the minimum requirements or criteria.

Contractor shall participate in the City's public education and information program including the Kyle Quarterly, Kyle e-News, press relations, explanations regarding rates regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion.

Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen CPR, disaster preparedness, injury prevention, seat belt and helmet use, and infant/child car seats. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents. Contractor shall work collaboratively with other public safety and EMS related groups such as the American Heart Association, the American Red Cross, and health care organizations to plan and provide public education programs.

- Describe your current role in Public Information and Education.
- Identify your Public Information and Education plan, including timeline and measurements, upon successful acquisition of this contract.

# **SECTION 5: OTHER CONTRACT LANGUAGE**

### 5.1 CONTRACT TERMINATION

- 5.1.1 Without Cause -- Either party may terminate the contract at any time without cause upon one hundred and eighty (180) calendar days advance written notice to the other. Prior to giving such notice, the terminating party shall notify the other party of its intention to terminate and shall allow the other party an opportunity to meet and confer with the terminating party concerning such notice of termination.
- 5.1.2 Minor Breach Except for Community Response Time as described in Section 4.4.1 (h) and Failure to Leave Appropriate Documentation as described in Section 4.7.9, the City may impose a penalty, not to exceed five hundred (\$500.00) for each Minor Breach of the contract that has not been cured within thirty (30) days from date of official notice being given by the City or designee.
  - a. "Minor Breaches" shall be defined as failure to fulfill any of the terms and conditions of this Agreement, which do not amount to a "Major Breach", as, that term is defined below.
  - b. Before fines for Minor Breach are imposed, the City Manager, or designee, shall give the Contractor written notice of the alleged Minor Breach and thirty days to cure the breach or otherwise respond to the allegations of breach.
- 5.1.3 Termination For Cause -- Either party may terminate the contract at any time for cause for major breach of its provisions affecting the public health and safety, consistent with the provisions herein.
  - a. "Major Breach" shall include, but not be limited to:
    - i. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the City and the Contractor to remain in substantial compliance with the requirements of Federal, State, and local laws, rules and regulations.
    - ii. Willful falsification of information supplied by the Contractor in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to the contract;
    - iii. Chronic or persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by the Contractor;
    - iv. Failure to comply with the response time performance requirements for two consecutive months, or for any three months in a calendar year, shall be a "Minor Breach" of this Agreement. Failure to comply with these response time performance requirements for three consecutive months, or for any four months in a calendar year, shall be a "Major Breach" of this Agreement.

- v. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein or offered by Contractor in its response to the City's Request For Proposals, and accepted by the City;
- vi. Failure to participate in a Continuous Quality Improvement program including, but not limited to investigation of incidents and implementing prescribed corrective actions.
- vii. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by the City as provided for herein;
- viii. Chronic or persistent failure to comply with conditions stipulated by the City to correct any "Minor Breach" conditions;
- ix. Failure of the Contractor to cooperate and assist the City in the investigation or correction of any "Minor or Major Breach" of the terms of this Agreement;
- x. Failure by Contractor to cooperate with and assist the City in its takeover or replacement of Contractor's operations after a Major Breach has been declared by the City, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;
- xi. Failure to assist in the orderly transition, or scaling down of services upon the end of the exclusive operating area agreement if a subsequent EOA agreement with Contractor is not awarded;
- xii. Failure to comply with required payment of fines or penalties within thirty (30) days written notice of the imposition of such fine or penalty;
- xiii. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
- xiv. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
- xv. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing Contractors during a subsequent bid cycle;
- Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the City of Kyle EMS Agency;
- xvii. Any other willful acts or omissions of the Contractor that endanger the public health and safety; and,
- xviii. Failure to timely prepare and submit the required annual audit.
- 5.1.4 Declaration of Major Breach and Takeover/Replacement Service -- If the City determines that a Major Breach has occurred, and if the nature of the breach is, in the City's opinion, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct such deficiency, Contractor

shall cooperate completely and immediately with the City to effect a prompt and orderly takeover or replacement by the City of Contractor's City of Kyle operations.

- 5.1.5 Dispute After Takeover/Replacement -- Such takeover/replacement shall be affected within 72 hours after finding of Major Breach by the City. Contractor shall not be prohibited from disputing any such finding of such breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by the City. Neither shall such dispute by the Contractor delay the City's access to Contractor's performance security. Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to the City, shall not be construed as acceptance by Contractor of the finding of major default, and shall not in any way jeopardize the Contractor's right to recovery should a court later determine that the declaration of major default was in error. However, failure on the part of the Contractor to cooperate fully with the City to effect a safe and orderly takeover/replacement of services shall itself constitute a major breach under the terms of the contract, even if it is later determined that the original declaration of major breach was made in error.
- 5.1.6 Breach Not Dangerous to Public Health and Safety -- If the City declares the Contractor to be in breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute the City's claim of major breach prior to takeover/replacement of Contractor's operations by the City.
- 5.1.7 Liquidated Damages -- The unique nature of the services that are the subject of the contract requires that, in the event of major default of a type that endangers the public health and safety, the City must restore services immediately, and the Contractor must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/ replacement of Contractor's operations by the City it would be difficult or impossible to distinguish the cost to the City of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the City during an interim period, and cost of recruiting a replacement Contractor from the normal cost to the City that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Contract. The minimum amount of these additional costs to the City (e.g., costs in excess of those that would have been incurred by the City if the default had not occurred) could be not less than \$300,000 even assuming City's takeover/replacement management team is fully competent to manage the previously contracted functions. Therefore, in the event of such a declared major breach, the Contractor shall pay City liquidated damages in the amount of \$300,000.

- 5.1.8 City Responsibilities -- In the event of termination, City shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.
  - a. Minimum Requirement: Agrees to City's contract termination language.

# 5.2 "LAME DUCK" PROVISIONS

If the Contractor fails to win the bid in a subsequent bid cycle, the City shall depend upon the Contractor to continue provision of all services required under the contract until the winning Contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months, serve as a "lame duck". To ensure continued performance fully consistent with the requirements of the contract throughout any such "lame duck" period, the following provisions shall apply:

- Throughout such "lame duck" period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning Contractor;
- The Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor's service and operating costs to maximize profits during the final stages of the contract;
- The Contractor may reasonably begin to prepare for transition of service to the new Contractor during the "lame duck" period, and the City shall not unreasonably withhold its approval of the outgoing Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the Contractor's performance during such "lame duck" period, and so long as such transition activities are prior-approved by the City.
- Minimum Requirement: requirements. Agrees to City's requirements in "lame duck"

# 5.3 INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless City from and against:

- Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which City may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Contractor's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the City. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons.
- Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

# 5.4 EQUAL EMPLOYMENT OPPORTUNITY

During and in relation to the performance of this Agreement, Contractor agrees as follows:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age, veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that the Contractor is an "Equal Opportunity Employer".

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said Contractor may be declared ineligible for further agreements with the City.

# 5.5 INDEPENDENT CONTRACTOR STATUS

Contractor is an independent Contractor and not an employee of City. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. City agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

# 5.6 Non-Assignment

Contractor shall not assign this Agreement without the prior written consent of the City.

# 5.7 **RETENTION AND AUDIT OF RECORDS**

Contractor shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by City, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the City of Kyle Auditor-Controller, the State Comptroller's Office of the State of Texas, or the designee of either for a period of five (5) years after final payment under this Agreement.

Attachment A

# Form 1 - PROPOSAL IDENTIFICATION

PROPOSAL TO PROVIDE EMERGENCY AMBULANCE SERVICES TO City of Kyle

\*\*\* THIS FORM MUST APPEAR ON THE FRONT OF THE PROPOSAL\*\*\*

This is a proposal to contract with City of Kyle to provide emergency advanced lifesupport ambulance service within the Exclusive Operating Area.

NAME OF BIDDER:

dba

LEGAL ADDRESS:

	PHONE:	
CONTACT		
PERSON:	PHONE:	
ADDRESS FOR MAILINGS (If Different):		

OFFICIAL USE ONLY: DO NOT FILL IN THIS SECTION RFP

Attachment B

#### Form 2 -- STATEMENT OF INTENT AND AFFIRMATION

In submitting this proposal/offer, \_\_\_\_\_\_\_ hereafter referred to as "Bidder", hereby affirms its full understanding of all terms set forth in the Request for Proposal (RFP). Further, Bidder certifies the completeness and accuracy of all information contained in the Bidder's response to the RFP and supplied to the City of Kyle during the request for proposal process. The Bidder's proposal constitutes a firm and binding offer by the Bidder to perform the services as stated. Bidder further affirms that Bidder will meet or exceed request for proposal specifications unless exceptions have been specifically noted in the proposal.

Responding Organization

\_By:

Signature (Authorized Representative) Names (Printed) Title

#### ACKNOWLEDGEMENT

State of County of On this day of 2011, before me, the undersigned, a Notary Public in and for the said County and State, personally appears to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

Notary Public(Seal)

My Commission Expires

Attachment C

#### Form 3 -- INVESTIGATIVE AUTHORIZATION - COMPANY

The undersigned company, a prospective Bidder to provide emergency advanced life support ambulance service for the City of Kyle, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require inquiry into aspects of company operations deemed relevant by the City of Kyle, or its agents. The company specifically agrees that the City of Kyle or its agency may conduct an investigation into, but not limited to the following matters: 1. The financial stability of the company, including its owners and officers, any information regarding potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the City of Kyle's selection decision.

2. The company's current business practices, including employee compensation and benefits arrangements, pricing practices, billing and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations.

3. The attitude of current and previous customers of the company toward the company's services and general business practices, including patients or families of patients served by the company, physicians or other health care professionals knowledgeable of the company's past work, as well as other units of local government with which the company has dealt in the past.

4. Other business in which company owners and/or other key personnel in the company currently have a business interest.

5. The accuracy and truthfulness of any information submitted by the company in connection with such evaluation. This authorization shall expire six (6) months from the date of the signature.

AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVENBY THE COMPANY

Date: Company Name

State of County of On this \_\_\_\_\_\_ day of \_\_\_\_\_2011, before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement, and acknowledged that s/he executed the same has her/his free act and deed. Witness my hand and Notarial Seal subscribed and affixed in said County and State the day and year above written.

Notary Public(Seal)

City of Kyle 1-1 City Limits and Extraterritorial Jurisdiction KYLE KYLE ETJ AUSTIN S MILE ETJ BUDA BUDA ETJ DRIPPING SPRINGS L MOURTAIN CITY MOURTAIN CITY ETJ MOURTAIN CITY ETJ MOURTAIN CITY ITL. MOUNTRA CITY ETJ Zone 1 NEDERWALD ETJ SAN MARCOS SAN MARCOS ETJ MAYS Zone 3 UHLAND UHLAND ET/ KYLE ETJ Zone 2 Zone 3 (512) 262-1010 (877) 262-KYLE City of Kyle 200

# My Commission Expires\_ Attachment D

Zone 1 – City Limits of Kyle Zone 2 – ETJ West of I-35 Zone 3 – ETJ East of I-35 Attachment E Charge Scenarios

# Charge Scenarios

Charges are to be based on the rate schedule submitted in this proposal. If an item is included in the base rate, or if there is no charge for an item, indicate this on the form. Identify additional specific charges, e.g. charges to perform any of the identified skills; or routine charges, e.g. infection control charge, in the blanks provided. The total shall reflect all specific and routine charges that a patient in this type of scenario would be billed.

SCENARIO #1 – A 56 year old male is complaining of chest pain. This call occurs at 2:00 a.m. and the patient's home is 12 miles from the closest hospital.

	Total
Base rate	s
Emergency Response	s
Night charge	s
12 miles transport	s
Oxygen	s
Oxygen administration equipment	5
I.V. administration equipment	s
	Cardiac Monitor
s	
Nitroglycerin gr. 1/150 s.l.	s
Morphine Sulfate 4 mg. I.V.\$	
Aspirin	s
•	s
	<u>s</u>
	s
	*

SCENARIO #2 – A 25 year old unconscious diabetic is treated with glucose and refuses treatment signing out AMA. Field personnel spend 45 minutes on this call prior to clearing. Total

Base Rate	s
Emergency Response	<u>s</u>
Oxygen	s
I.V. administration equipment	s
I.V. solution	s
Glucose	s
Narean	s
Cardiae Monitor	s
	s
	<u>s</u>
	6