

**REQUEST FOR PROPOSAL (RFP-01-22)**

For

***EMERGENCY MEDICAL SERVICE (EMS)***  
***MEDICAL DIRECTOR***

For

**CITY OF CHEYENNE, WYOMING**

And

**LARAMIE COUNTY, WYOMING**

**March 1, 2023**

Issued by:

**Cheyenne/Laramie County Emergency Medical Services  
Joint Powers Board**

Proposal Statements due:

**12:00 PM (noon)  
December 1<sup>st</sup>, 2022**

**At:**

**Cheyenne/Laramie County Emergency Medical Services  
Joint Powers Board  
Attn: Chairman Jeanine West**

**3962 Archer Parkway  
Cheyenne, Wyoming 82009  
(307) 633-4336**

## **REQUEST FOR PROPOSAL (RFP-01-22)**

### **Emergency Medical Service (EMS) Medical Director**

The Cheyenne/Laramie County Emergency Medical Services Joint Powers Board, hereafter, “Board”, through its Chairman, is requesting proposals, (RFP), for professional “Medical Director” services for the City of Cheyenne and Laramie County Emergency Medical Services System.

#### **BACKGROUND:**

The City of Cheyenne and Laramie County operate an Emergency Medical Services (EMS) system countywide. The system provides Fire/Paramedic, Advanced Life Support (ALS) and Fire/Emergency Medical Technician (EMT) first responder engine companies through the Cheyenne Fire Rescue Department, with the provision of ALS/EMT ambulance service and transportation through American Medical Response, Inc. (AMR). AMR also provides ALS/EMT ambulance and transportation services to Laramie County residents. Laramie County Volunteer Fire Districts provide Fire/Emergency Medical Technician (EMT) first responder units to Laramie County residents. Additionally, three Laramie County communities provide public volunteer ambulance service; Pine Bluffs, Albin and Burns.

The Cheyenne/Laramie County Emergency Medical Services Joint Powers Board is jointly created pursuant to the Wyoming Joint Powers act as set forth in Wyo. Stat. Ann 16-1-102,et seq. as amended (hereinafter referred to as the “Wyoming Joint Powers Act”), is made by the County of Laramie, Wyoming by and through the Laramie County Board of Commissioners, the City of Cheyenne, Wyoming by and through its Mayor and City Council, and Memorial Hospital of Laramie County d/b/a Cheyenne Regional Medical Center all of which are referred to herein collectively as the “participating agencies” and individually as a “participating agency”.

The Cheyenne/Laramie County Emergency Medical Services Joint Powers Board is responsible for the administration and contract oversight for emergency medical service ground transportation ambulance services for the residents of Laramie County, including but not limited to, the City of Cheyenne.

The Board, through this RFP, is seeking multiple (not to exceed 2 persons) or single medical control officer(s), “Medical Director(s)”, for EMS countywide under the direction of the Cheyenne/Laramie County Emergency Medical Services Joint Powers Board. The Medical Director(s) will oversee EMS certifications throughout all emergency services within Laramie County to include EMT basics, EMT intermediates, and Paramedics within all fire services and ambulance transport.

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### **RFP OBJECTIVES:**

This Request for Proposal (RFP) is issued to solicit competition for a single or multiple (not to exceed 2 persons) office of Medical Director(s) for independent emergency medical direction for the system for the City of Cheyenne and Laramie County. The Medical Director(s) shall perform the work outlined in the Scope of Work attached as Exhibit A. The Board shall perform the work outlined in Exhibit B.

### **TERM/EFFECTIVE DATE:**

This agreement shall become effective upon award of the contract by the Board and shall be in effect for a period of one (1) year. The contract year begins March 1, 2023 and expires on February 29, 2024. Contract renewal will be determined annually by a performance review.

### **COMPENSATION:**

This is a unit price, not-to-exceed contract. The Medical Director Contractor(s) shall charge the Board, not to exceed, Seventy Thousand Dollars, (\$70,000.00), in twelve equal payments for actual services rendered, according to the Scope of Work attached in Exhibit A. If multiple contractors are selected, the compensation will be divided equally between the contractors, not to exceed Seventy Thousand Dollars combined, (\$70,000), in twelve equal payments for actual services rendered according to the Scope of Work attached in Exhibit A.

Payment is conditioned upon Medical Director/Contractors compliance with and timely attendance to, the duties and obligations as provided in the Scope of Work. In addition to any remedies provided in the contract with the successful responder, the Board may reduce or withhold any payment(s) in the event of Contractors failure to comply with obligations and perform required duties.

Proposal Due Date: December 1<sup>st</sup>, 2022 at 12:00pm (noon)

Return Proposals to: Cheyenne/Laramie County Emergency Medical Services Joint Powers Board  
Laramie County Emergency Management  
3962 Archer Parkway  
Cheyenne, Wyoming 82009  
Attention: Chairman Jeanine West

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### **PREPARATION OF PROPOSAL**

- 1) All proposals must contain a proposal signature page. Faxed or e-mailed proposals will not be considered.
- 2) The proposal document must be submitted with an original ink signature by the person authorized to sign the proposal.
- 3) Any modifications in the proposal shall be initialed in original ink by the authorized person signing the offer.
- 4) Number of days shall be calendar days for proposal purposes.
- 5) Submit one original and six (6) copies of the proposal
- 6) Proposals must be submitted in a sealed envelope with the RFP number and the proposers name and address clearly indicated on the sealed envelope. Sealed proposals for the services specified will be received by the Chairman for the Board until the time and date stated.
- 7) Proposers must submit proposals in writing, as outlined under the Proposal Format Section. The proposal must contain all information that will be useful in evaluating the ability of the person to perform the services requested.
- 8) Any questions or requests for clarification must be submitted in writing. The Chairman of the Board's response to questions or clarifications regarding the RFP shall be considered final. Submit questions to:

Jeanine West, Chairman  
Cheyenne/Laramie County Emergency Medical Services  
Joint Powers Board  
3962 Archer Parkway  
Cheyenne, Wyoming 82009

### **LATE PROPOSALS**

Late proposals will not be considered after the time and date stated: December 1<sup>st</sup>, 2022 at 12:00 pm (noon)

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### **WITHDRAWAL OF PROPOSAL**

A proposer may provide written notice to withdraw their proposal at any time prior to the specified proposal due time and date. Faxed or e-mail withdrawals will not be considered.

### **PROPOSAL FORMAT**

The proposer must use the following format:

- 1) **Table of Contents** - Listed areas of proposal.
- 2) **Project Team** - Identify any additional physicians and other clinicians that will be used to augment the Medical Director's activities for conducting training, case reviews and quality improvement activities and Scope of Work requirements under the direction of the Medical Director. Identify team members and their position in the team, briefly outlining the responsibilities of each member. Include any anticipated sub-consultants within the team. Detailed resumes should be attached to identify the public and or private experience and qualifications of the individual team members. Compensation and/or payment for work performed pursuant to in the successful Proposers contract as medical director(s), by additional physicians or other clinicians to augment the Medical Director's activities, shall be borne by the contracted medical director(s) and shall not be a charge upon the Board or represent additional compensation.
- 3) **Scope of Services** - All proposers will identify how they can perform the services outlined in the Scope of Work. Proposers may provide additional information which would be useful to the committee in evaluating the proposal.

### **EVALUATION CRITERIA**

All proposals shall be evaluated by the Board using the following criteria.

Telephone and/or personal interviews of the consultants may be conducted.

Proposers may be required to make individual presentations to the Board in order to clarify their proposals. The purpose of any requested presentation is to review the submitted proposal and provide the Board the opportunity to ask more questions or clarify information from the proposal. If the Board determines such presentation and interview is necessary, the presentation and interview of the physician is required within ten (10) calendar days of the request of the Board. Any costs incurred for the presentation and interview of the physician are the responsibility of the proposer.

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Submitted proposals shall be evaluated utilizing the following criteria:

- 1) Ability and willingness of the physician to meet or exceed the specifications, Scope of Work and standards of the RFP.
- 2) Demonstrated experience in the public and/or private sector health care setting. Proposers shall provide past summaries and experience in pre-hospital emergency medical care and management. Proposals shall include qualifications of the physician.
- 3) Working knowledge of relevant local laws, regulations and policies.
- 4) The most responsive bid and most qualified bidder will be factors in selecting the Medical Director(s).
- 5) Satisfactory reference checks relating to past work relationships, including past performance in pre-hospital care settings. The physician will also be scored on level of knowledge, reliability, availability, flexibility and ability to meet the Scope of Work requirements.
- 6) Experience involving prehospital EMS services including Fire, Volunteer Ambulance, paid ALS services and hospital emergency care.
- 7) Capacity to complete the work as described in the Scope of Work herein described in the RFP for Emergency Medical Services Medical Director(s) for the City of Cheyenne and Laramie County.
- 8) The Board may also consider any information otherwise available, but not limited to technical, and qualifications relative to ability, capacity, integrity, ethical, performance record and experience of the proposer.
- 9) Written confirmation that the proposer, if selected and approved, agrees that the start/initiation for services will begin with the effective date of the agreement and that the Scope of Work outlined will be completed as per the agreement.

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### **EXHIBIT A**

#### **SCOPE OF WORK**

- 1) Serve as the designated EMS Medical Director(s) for the Cheyenne/Laramie County Emergency Medical Services Joint Powers Board pursuant to regulations governing emergency medical direction in the State of Wyoming and other relevant regulations.
- 2) Be licensed to practice medicine in the State of Wyoming. Preference will be given to residents of Laramie County.
- 3) Be experienced in and possess current knowledge of emergency care of patients who are acutely ill or injured.
- 4) Be knowledgeable in the laws and regulations affecting the local ambulance service, local EMS services and the practice of EMT's, the training and continuing education requirements of field personnel, and the methods of quality improvement and assurance of prehospital care.
- 5) Provide regular advice to the Contract Administrator and the Board as needed on all elements of the EMS program as to their medical appropriateness, as requested or as needed, with the goal of assuring that quality medical services are being provided.
- 6) Approve the level of pre-hospital care, which may be rendered locally by each EMS provider with the Board regardless of the EMS providers' level of state licensure at the time of hire and thereafter.
- 7) Develop, revise, implement and sign written treatment protocols and standing orders for the Board, which will establish and define field performance standards for EMS providers in the system.
- 8) Develop a standard Integrated Clinical Training and Education Program for EMS providers in the system. The Medical Director(s) shall:
  - A. Schedule monthly joint case reviews for all ALS services where contract participants can participate by location.
  - B. Standardize training evolutions in concert with clinical specialists for each organization.
  - C. Maintain a centralized training calendar.
  - D. Provide oversight of educational activities that can be attended by EMS providers in the system.

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- 9) Develop and establish a unified Quality Assurance/Quality Improvement, QA/QI process for system participants including:
  - A. 100% chart review process
  - B. Develop and maintain a database of clinical issues identified and managed via the QA/QI process and publish regular reports from this database.
  - C. Monitor scene time goals for selected conditions such as major trauma and stroke.
  - D. Review patient assessments/clinical care issues for on-scene incidents.
- 10) Serve as a liaison for the Board in matters of interest within the medical community both locally and regionally.
  - A. Serving as liaison, all written communications on behalf of the Board must be reviewed and approved by the Board for compliance.
- 11) Provide input and recommendations to respective public agencies and the contractor to correct deficiencies noted in individual EMS providers, system processes or equipment identified through the QA process, or through incident reporting, protocols or standard operating procedures.
- 12) Participate in Board committee assignments as may be reasonably requested including CAAS requirements.
- 13) A monthly report must be provided to the Board at each monthly meeting and upon request by the Board outside of normal monthly meetings. Such reports must detail compliance with requirements and duties indicated herein. The Board may request additional reports in its discretion in regard to any or all of the requirements and duties indicated in the scope of work.
- 14) Assist in development of patient information forms, medical record forms, and consent forms for use in the system for standardization.
- 15) Undertake activities, as reasonably requested by the Board, involving professional contact with physicians, hospitals, public health agencies, paramedic associations, state and local medical societies in order to apprise such individuals and groups of the nature and availability of the Board and facilitate the exchange of information on patient care, administration, medical policy and utilization review.
- 16) Authorize, supervise and approve the purchase of necessary medications for pre-hospital use in accordance with local protocol, Wyoming Board of Medicine, or Wyoming Department of Emergency Services and Federal Drug Enforcement Agency (DEA) regulations. Narcotics and controlled medications are specifically included in this agreement.



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- 17) Represent the Board in audit and inspection activities required by the ambulance contract.
- 18) As requested by the Board, provide a written report of the ambulance contract clinical performance for the purposes of contract extension or contract default.
- 19) Must have medical privileges and/or access to health records from Cheyenne Regional Medical Center for the purposes of patient follow up and system oversight.
- 20) Be knowledgeable of ambulance contractual provisions and specific medical direction responsibilities to the ambulance contract.

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**EXHIBIT B**

The Board shall:

- 1) Respond in a timely manner to institute any change in operation needed to affect improvement in patient care, or to correct violation of relevant laws and regulations as suggested by the Medical Director.
- 2) Respond appropriately to the requests of the Medical Director to withhold or withdraw medical control from an individual EMS provider.
- 3) Coordinate with the EMS organizations providers to provide a listing of the authorized personnel operating within the system to include name, type of license, CME and re-certification records and other clinical information as requested and to assist the Medical Director in gathering other personnel information as desired. This information will be provided to the Medical Director on an annual basis or as requested.

**OBLIGATIONS:**

The issuance of this RFP does not obligate the Board, the City of Cheyenne, Laramie County or Cheyenne Regional Medical Center to pay any costs incurred in the preparation and submission of proposals.

**AWARD OF CONTRACT:**

The Board reserves the right to accept the proposal deemed to be in the best interest of the Board, and to reject any or all proposals.

Each proposal shall be submitted with the understanding that the successful proposer will be required to execute a contract. Each proposal shall be submitted with the understanding that the acceptance in writing of the Board of an offer to furnish the services described in the proposal shall constitute a contract between the offer and the Board which shall bind the offer on his part to finish and deliver the services in accordance with the conditions of said accepted proposal and specifications.

**SPECIFIC CONTRACT PROVISIONS**

**INDEMNIFICATION / HOLD HARMLESS**

Each party agrees to be responsible for any loss, claim, damages or demands resulting from their individual negligence. The Board does not waive its governmental immunity and/or any defenses available to under applicable law, including, but not limited to, W.S. ' 1-39-101 et seq.

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### INSURANCE REQUIREMENTS

The successful proposer will be an independent contractor for the Board, not an employee of the Board. As a result the successful proposer will be required to carry sufficient insurance coverage to satisfy its obligations under the contract to be awarded. The successful proposer will not be covered by the Wyoming Governmental Claims Act and is not granted governmental immunity in carrying out its duties under the contract awarded. The selected proposer must provide proof of the following insurance coverage's for the entire term of the contract:

#### **Business Automobile Insurance**

Including owned, non-owned and hired vehicles with minimum limits for bodily injury and property damage of \$100,000,000 per accident for bodily injury and property damage during the entire term of the contract. If proposer uses their personal vehicle while fulfilling the contract requirements, the Board must be named as additional insured on the policy.

#### **Worker's Compensation**

Worker's Compensation coverage shall be in effect, as required by Wyoming law, for all employees or agents providing services under this agreement. Proposer shall provide the Board with proof of workers' compensation or employer's liability insurance coverage.

#### **Emergency Medical Services Medical Directors Errors and Omissions**

In an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate limit. Such policy shall include general liability, professional liability, medical malpractice, and employment practices coverage. If policy is claims-made and reported, proposer shall provide the Board with an endorsement evidencing an extended reporting period (tail coverage) of not less than two years from the date the contract ends.

#### **Additional Insurance Information**

The proposer shall name the Board as an **Additional Insured** by endorsement on its insurance policies, with the exception of worker's compensation, and shall provide the Board with a copy of the endorsements.

Insurance coverage maintained shall be primary insurance as respects the Board, its members, employees, and volunteers. Any insurance or self-insurance maintained by the Board, its members, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. Proposer shall provide the appropriate endorsement indicating the primary nature of the insurance to the Board.

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Proposer's insurance shall grant to the Board a waiver of any right to subrogation which any insurer of said Proposer may acquire against the Board by virtue of the payment of any loss under such insurance. Proposer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, and provide a copy of same to the Board, but this provision applies regardless of whether or not the Board has received a waiver of subrogation endorsement from the insurer.

Any deductibles or self-insured retentions must be declared to and approved by the Board. The Board may require the Proposer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

The proposer shall provide the Board with certificates of insurance and endorsements as required herein acknowledging the above-stated coverage's prior to beginning any work under this agreement.

All insurance certificates provided by the proposer must include a clause stating that the insurance may not be canceled, amended or allowed to lapse without at least thirty (30) days advance written notice to the Board. The Board's failure to request or review such policies, endorsements, and certificates shall not affect the Board's rights or proposer's obligation hereunder.

Any insurance company providing coverage under this agreement shall have a minimum A.M. Best rating of A - (excellent).

### **PAYMENT**

The Board will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the amount due and/or in the event the Board withholds any portion or the entirety of any payment for non-compliance with required obligations of duties. Any proposal that requires payment in less than forty five (45) calendar days shall clearly note that requirement on the proposal. If any discount is allowed for early payment that should also be clearly noted on the proposal.

### **GOVERNMENTAL/SOVEREIGN IMMUNITY**

None of the governmental entity members nor the Board, involved in the issuance of this Request for Proposal waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, the entities fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Request for Proposal.

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### **THIRD PARTIES**

The parties to the issuance of this Request for Proposal do not intend to create in any other individual or entity the status of third party beneficiary, and this Request for Proposal shall not be construed so as to create such status. The rights, duties and obligations contained in this Request for Proposal shall operate only between the parties issuing the Request for Proposal, and shall inure solely to the benefit of the parties to this Request for Proposal.

### **NON-BINDING CLAUSE**

The preceding RFP-01-09 represents the cooperative non-binding recommendation of the parties in regard to the need for a review of and recommendations related to, the EMS Medical Director in the City of Cheyenne and Laramie County

### **RETENTION OF RIGHTS**

The Board reserves the right to accept or reject any or combination of proposals for any reason and to waive any irregularities in any proposal.