

## **The Abaris Group - Sonoma County Ambulance Franchise Analysis – February 29, 2008**

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### Introduction

The Abaris Group was asked to conduct an evaluation of the current ambulance franchise planning and input process as well as the performance metrics of the current ambulance franchise operation. The proposed ambulance franchise selection process was also reviewed in terms of timeframes and deliverables. The goal of this analysis is to evaluate the current status of the ambulance franchise and stakeholder input process and to make recommends on how to proceed with the new request for proposal (RFP) process.

A number of focus group and on-site interviews were conducted over the period of eight weeks beginning in mid-December 2007. Representatives from the area fire departments, both basic life support (BLS) and advanced life support (ALS) providers, local hospitals, REDCOM, the EMS/fire dispatch provider, American Medical Response/Sonoma County Life Support (AMR/SLS), veriHealth, a BLS/ALS provider, and REACH, the air medical provider, were interviewed. Additional interviews were conducted with Bells Ambulance, the Sonoma County EMS Agency, County Health Services and the County Office of the Chief Administrator as well as County Counsel. In addition to the on-site interviews, an Abaris Group consultant directly observed EMS operations in Sonoma County by riding along with the Santa Rosa Fire Department and Sonoma Life Support on January 14<sup>th</sup> and 15<sup>th</sup> as well as conducted some observation of REDCOM dispatch operations.

In addition to the interviews, a number of documents were reviewed including all of the minutes and support materials of all the Ambulance Franchise Planning Meetings (AFPM), all 1998 ambulance franchise RFP documents, the current franchise agreement and amendments plus other RFPs that have been used in recent years throughout California. Data was also requested, to the extent available, on response times and on other system performance parameters (e.g. financial).

### Overview from Stakeholders

During the 1998-1999 RFP process, there was an extensive “visioning” process (called Future Search) for designing the franchise for that time period and to a certain extent, for the local EMS system into the future. This process was extensive and was facilitated by an outside expert and for many stakeholders interviewed, this process was felt to be very collaborative with consensus appearing to be reached on most franchise components. During recent interviews, there were some stakeholders that felt, after that RFP process was completed and during the “best and final” contract negotiation process, important agreed on elements were eliminated without wide stakeholder agreement. Most stakeholders offered they now know that fine tuning often occurs during the final contracting process and this is normal.

In reviewing the current process that has been conducted by the County EMS Agency staff, The Abaris Group concludes the process has been well organized and publicized with information easily accessible to all interested stakeholders on the Coastal Valley EMS Agency website. Monthly “town-hall” style meetings have been conducted with several informational presentations related to EMS system design provided. The stated purpose of these meetings was to receive input from stakeholders regarding EMS features that could be included in a new ambulance franchise for Sonoma County. A



project timeline was developed and posted on the County EMS Agency website. A matrix was also developed to track the progress of key issues identified during the project. However over the past year, there has been much activity but little progress on determining the final specific elements to be included in the RFP document.

#### Summary of Stakeholder Comments on the Planning Process

The overall impression of the stakeholders interviewed was that although there have been processes for obtaining input, the input they provided was not being considered and important decisions regarding the content of the RFP were not being made or their status unclear. Initially, some stakeholders were under the impression that there would be only minor changes to the current franchise and that EMS operations in Sonoma County would basically remain as they are today.

The primary areas of concern expressed includes discussion by County staff of the potential to add routine EMS transports (BLS ambulance services) to the franchise on an exclusive basis, the potential for eliminating the ALS/fire first-responder contract and the ambulance response time adjustment feature, the location of ALS ambulances during periods of peak demand, the lack of complete clinical quality control efforts by the ambulance provider, and that stakeholders were told they would not have the opportunity to review the full draft RFP document.

Additional opinions expressed about the franchise planning process and other issues raised during interviews included:

- County staff not being objective with some biases to AMR
- County staff undervaluing the ALS first responder service
- ALS ambulances with limited or no availability during system status Level 0 or 1 status (only one ambulance available or none available)
- Most prefer that the franchise be limited to 9-1-1 ALS calls only and not include BLS ambulances
- Concerns about the County's prohibition against some in-house fire based ALS training
- Most expressed concerns about AMR's limited CQI processes
- Lack of preceptors for their fire paramedic interns
- Impact of franchise agreement on ambulance responses (e.g. lack of fixed 24-hour stations, minimal posting outside the core Santa Rosa area, move ups of Bells potentially affecting Bells' responses to non franchise zones).
- A desire by some to allow the potential for adding ALS resources in non-ALS first response zones.
- Lack of performance standards or requirements for ALS inter-facility transfers and inadequate County staff to monitor inter-facility transfers if there were performance standards.



- Hospitals were concerned that historically they could not get patients transferred in a timely manner from AMR because ambulances are busy with emergency 911 responses and transports.
- Some expressed a desire to see provisions for surge capacity addressed in the RFP.
- Some expressed the opinion that the system educational standards are poor and need upgrading (e.g. PALS, etc).

### Ride-Along Observations

The Abaris Group participated in a ride-along with both Santa Rosa Fire Department and AMR/SLS. The personnel from both of these agencies interacted well on-scene and used a team approach to patient care. The interaction between the ambulance personnel and the hospital also appeared to be good. The ambulances and medical equipment appeared to be in good condition. The AMR/SLS supervisor responds to motor-vehicle collisions on a routine basis and was able to provide additional on-scene assistance to the crews.

It was noted that there were several calls responded to that related to alcohol, drugs, and homeless individuals. AMR/SLS units are frequently moved around the area to different posts. It appears there are minimal documentation requirements from the field units for hospital staff at the time of delivering patients to the hospitals.

### Conclusions

#### The Process

Some stakeholders say they were told only small “tweaks” would be made to the franchise. While The Abaris Group understands the potential confusion if these providers were told that only minor changes would be made and yet it appeared that a more comprehensive review was occurring. This position appears to be conflict with others that desired to have a comprehensive visioning process similar to the process of ten years ago. In addition, documentation of the input process, at least at the committee level, has been excellent. It suggests that a thoughtful and deliberate process has been followed. However, most stakeholders' perceptions is that this has not been actually not the case and that perhaps closed meetings, documents circulated to small groups and statements made by County staff that appeared to advocate for particular changes to the scope of the RFP were in fact the methods being used.

Most fire department stakeholders appear to want to have substantial involvement with the RFP process including reviewing all documents and sitting on the selection committee. This is due to distrust in this process and not due to a desire to control the entire process. It is likely that additional trust can be gained in the next few months through collaboration with the County and its consultant and sharing of the proposed RFP elements. Completely sharing all RFP bidding documents would give an unfair advantage to a local bidder as they would have access to the complete bid package prior to their potential competitors. Having one or more local stakeholders sitting on the selection process committee may give the appearance to an outside bidder that this stakeholder group(s) (e.g. fire departments) are controlling all aspects of the RFP process and would suggest to potential bidders that the selection process would be biased.



There is an industry expectation for contracts that contemplate up to a ten-year commitment to conduct a comprehensive level of review for system improvements. A comprehensive look at the components of the existing ambulance franchise and the potential for fine tuning, or making wholesale changes or even upgrades to the future procurement process scope are important opportunities for the community to be served. In any case, the County has responsibly added three more stakeholder input meetings to the schedule and invited a firm with industry experts who can weigh in on the key components of the franchise and after receiving input, accelerate the development of franchise tools.

It is The Abaris Group's opinion that the ambulance franchise RFP process should proceed ahead match the existing franchise contract expiration of July 2009. A review of other potential parallel RFP processes in the state suggests some overlap but nothing that completely conflicts from the standpoint of timing with this process. For example, San Mateo County will publically release their ambulance RFP process in March 2008 with the process to be completed well in advance of their contract expiration deadline of July 2009. The City of San Diego ambulance RFP process is expected to start within a few months missing their contract expiration deadline of July 2008. To mitigate their timetable, they intend to extend their current ambulance contract on a month-by-month basis. The Solano County RFP will not start for another six months and their deadline is July 2010 and thus not a factor for the Sonoma County RFP.

The alternative to not immediately proceeding on the RFP process in Sonoma County is to delay the RFP process. Not conducting an RFP process is not a long-term option due to state regulations. There may be some synergy on proceeding on schedule with some of the other RFP processes. There has been recent out-of-state ambulance provider interest in at least one other RFP process in California and their interest might extend to other regions as well. It should be noted that delaying the RFP process would also delay other important system improvements that The Abaris Group is recommending. These include rightsizing the response zones, better defining the data reporting requirements and establishing an AED/citizen CPR program, all of which are further described later in this report.

Stakeholders need to understand that even under the best of circumstances, not all elements in an RFP process will see their way through to a contract due to a best-and-final negotiating process that the County is ethically and financially responsible to complete. This is due in part to cost and value considerations that cannot be ascertained prior to bids being accepted and partially this may come from competitive proposals where there were different approaches that should be valued by the County from the selected vendor.

The repeated comments of poor ambulance CQI processes by AMR and the lack of confidence with their CQI process by many stakeholders is troubling. The current ambulance CQI process may be excellent and need more transparency or may need to be improved.

The Abaris Group recommends:

- The County should continue with their current input process (which includes the three additional meetings from January to March 2008) by collecting additional stakeholder input on the RFP elements and then moving on to a RFP process.



- The County should initiate an RFP process consistent with the timeline in Appendix C with completion prior to the current contract expiration of July 2009.<sup>1</sup>
- The County should share the “elements” and not the full RFP documents to all stakeholders prior to the RFP process for the reasons stated above.
- The County should appoint all RFP proposal review committee members from outside the county, with members completely screened for bias or even the potential for perceived bias, and with at least one out-of-county fire representative.
- The County should ask AMR to completely document the last year of CQI work including topic areas, special studies and outcomes and ask The Abaris Group to evaluate their performance in this critical area.

### Value of ALS First Responders

A review of ALS first responder service should not be threatening if the underlying justification is there. While The Abaris Group has reviewed the literature on the subject of ALS services in general (e.g. first response and ambulance based) and the literature is not clear on the subject of the effectiveness of ALS services. More research on this subject is being done and will likely be published in the next few years.

Instead, The Abaris Group would analyze the value of this service primarily from how much leverage it provides against more expensive ambulance unit hours that the ambulance provider would incur without this coverage. Also, the community within the City of Santa Rosa has spoken on this subject (Measure O) and the message from the community is that ALS first response services is highly valued and is the desired level of service sought. AMR, by subcontracting directly with the City, is able to obtain more leverage of the ambulance unit hours due to the relaxed ambulance response standard when the ALS fire first response unit arrives on the scene. The ambulance franchise zone has also been able to reduce the ALS on-scene performance standard by a minute (as compared to other metro areas across the country) from an eight-minute community standard to a seven-minute standard and the community is to be commended for setting this high bar. In addition, ALS first response engines now move up and cover within the City and also respond outside the City if needed, both of which are commendable attributes and industry-leading concepts.

The County EMS Agency has indicated they have some concerns about skill decay with the ALS first responder staff and it is within their jurisdiction to raise these concerns if some of the ALS first response provider staff has low frequency use of key skills (e.g. intubation, etc). However, the County EMS Agency has no formal data today to support their concern.

Some fire and non-fire agencies (Sheriff Helicopter) have questioned the lack of revenue sharing of the ambulance franchise such is occurring with the current AMR/Santa Rosa contract. The relationship

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<sup>1</sup> This recommendation is subject to the successful completion of the 90-day zone reallocation process recommended on page 8.



between AMR and the City of Santa Rosa is not a “revenue-sharing” relationship. AMR clearly is purchasing specific services from the City in order to reduce their ambulance unit hours and it also has the side benefit of improving the actual performance standard. Thus, a specific set of “value-added” services are being provided under a business model agreed to by both parties.

The Abaris Group recommends that the ambulance contractor consider three characteristics prior to agreeing to any expansion of the ALS first response program. These are: is there a clear documentation of “value-added” performance to the franchise, is there a business plan to financially support the expansion and is the business and clinical skill set of the new ALS providers sustainable? Also, any additional subcontracting of services and franchise dollars should only be considered if there is additional marginal revenue to support such ventures from the ambulance franchise itself and does not put the ambulance franchise at financial risk.

The Abaris Group recommends:

- The current option of a Santa Rosa ALS first-response program should be left in the scope of the RFP as an option, subject to the ambulance contractor being able to successfully negotiate with the City.
- The ambulance contractor should not consider additional ALS engine programs without the receipt of an acceptable clinical and financial plan and then only if the franchise can support the additional funding.

#### Locations of Ambulances

There exists within the franchise three fixed ambulance locations and while these fixed ambulances may float during any 24-hour period, the ambulances are stationed at the fixed location when the ambulances are not needed elsewhere. Traditionally, performance-based franchises would not have “fixed” units unless the provider felt there was a need for such as any artificial creation of fixed stations may imply that the County warrants these sites as appropriate for meeting the performance standard. A fixed-station program is known in the industry as a “best-efforts” model (provider should use its best efforts to achieve performance with no guarantee they would be in compliance) rather than a “high-performance” model (provider must meet the performance standard and is free to choose its own unit hours and posts but guarantees their own performance). However, these fixed stations have stood the test of time relative to appropriateness for performance and also with respect to negotiated community concerns about access. As such, The Abaris Group does not recommend eliminating these fixed stations. The County should consider having these fixed stations separately costed out in the RFP process if there are cost concerns from potential bidders. (Details of the actual current performance standard by region and by type of call are provided in Attachment A.)

Additionally, some fire departments advocated for the provider to redeploy ambulances/QRVs to rural areas when resources are low because they feel the ALS engines “cover” the central populated area and thus, in their opinion, the highest risk areas are in the rural periphery of the franchise. This is an ambulance provider issue as it is within their discretion on how they deploy ambulances and the QRV.



The Abaris Group recommends:

- Maintain the option of the three current fixed-station locations in the upcoming ambulance franchise RFP process.
- Continue to allow the ambulance provider to determine ambulance/QRV deployment.

#### Performance Standards

The Abaris Group reviewed the current performance standards as required in the contract. While there appeared to be robust performance data reporting early on in the franchise, this all changed with the new CAD dispatch software added about five years ago. The new CAD software was designed for fire departments and has a complex zone system that makes it nearly impossible to achieve any ambulance data performance reporting at the sub-zone levels (e.g. reporting for the equality zones contemplated in the original RFP).

The County and AMR/SLS have struggled with the ongoing challenges of the data franchise systems. Up to date reporting from AMR/SLS to the County at the franchise level has inadequate and at the beginning of this analysis nearly one and a half years old. Recently, the data reporting on overall system response times has been catching up and should be up to date (reporting for the last 30 days of service) within the next month or so. However at best, this catching up will only cover franchise-wide performance and not sub-zone performance.

There is some comfort in knowing that there have been few complaints about long response times in the past few years and an early review of the nearly complete up-to-date franchise wide data suggests performance for the entire franchise on average is acceptable. However, data on subzone performance is still unknown and will not be known until some corrections to the zones are made as described below.

There are many causes to the challenges of getting data scrubbed and in a reportable fashion as at this time for this franchise it requires a long and laborious download process that occurs monthly as it is put through one of the County's servers. There are several challenges just with this download process: it takes too long for each month's data download (estimated to be three days) to the County server and if there are any glitches with the download, this can set the data process back for weeks. It also takes another two to three weeks for AMR to scrub the data and send off to the County EMS Agency. It then takes the County staff another three days to look at the data and evaluate response-time exemptions and thus performance.

The fix for the long download time is said by AMR to be coming soon. The Abaris Group was told it would be put into place within a month with new daily downloads being made. Even as such, the highest drivers to the challenge of achieving detailed performance data reporting is the multiple levels of zones, the challenge of tying those zones to geographical markers and the complex array of performance standards that apply all in combination is said to be in the range of 1,000 permutations. This challenge needs to be addressed immediately as it will be difficult to market or even describe the current zone system during any future RFP process to any to outside applicant. County staff indicates



that a fix could be achieved, with all parties providing prioritized resources (County departments and AMR) within the next 90 days.

Fire departments indicated concerns about the lack of an ongoing contract compliance committee which was in place early in the franchise period. The County correctly asserts that there is not enough data to support a stand-alone committee with only average franchise-wide response time data being available. However, there are other issues that are routine challenges that cause frustrations for the fire departments that could be addressed in such a group (e.g. perceived lack of attendance at fire sponsored training, potential for a countywide backboard program, Level o status, etc) and a franchise oversight committee might be the place for these issues to be addressed while the data collection process catches up.

The County has also been laboring over the requests for exemption for compliance for the life of the franchise and it looks like the number of fine adjusted calls is averaging 90 – 120 calls per month. This number is dropping as the County continues to establish firmer limits as to which calls would qualify and which would not. Still this exemption process is laborious and excessive for a franchise this size.

There are also some concerns raised by some fire departments about Level o status (no ambulances available). The Abaris Group notes there is no requirement for AMR to track Level o status and thus it is difficult to track the volume of these events. The Abaris Group also notes that there are quarterly and annual financial statement disclosures that are required in the contract which the County had not historically enforced. More recently the County, has engaged their compliance officer on this issue. In addition, AMR recently released 2007 financials to the County putting them in compliance for that year.

Finally, Attachment A provides a matrix of performance parameters in the current contract and other proposed changes for the future RFP process.

The Abaris Group recommends:

- The County and AMR should work over the next 90 days on a collaborative and high-priority basis to reallocate and reengineer the franchise zones from the now very large and complex system to the approximately 30 zones that it is estimated should be achieved.
- Upon the conclusion of this zone re-engineering process, the County should insist on regional zone reporting 30 days from the completion of each calendar month.
- Key performance standards and reporting not currently included in the ambulance franchise (e.g. Level o) should be added to the new RFP per Attachment A.
- Consider re-establishing the Contract Compliance Committee.
- Re-evaluate and tighten definitions on what is adjustable for late ambulance responses which should significantly reduce the County's time on this task.



Franchise Scope

A considerable amount of time was spent during the interviews on whether to franchise non-ALS ambulances (BLS ambulances) within the franchise zone. There were some that even questioned the authority of the County to include BLS ambulances into the franchise. The 9<sup>th</sup> Circuit Court of Appeals decision (RELS v County of Sonoma, 9<sup>th</sup> Circuit 190 Fed 3<sup>rd</sup> 949) clearly gives the County the authority to franchise all ambulance use (BLS and ALS) within a franchise zone. The County chose not to include BLS calls in the franchise zone during the 1998-1999 RFP process as they were still in litigation over the above case. Any comment to suggest that no other county has included BLS ambulances into the franchise is incorrect with six other California counties having chosen to do that.

Using The Abaris Group assumptions, a simple calculation of potential marginal net revenue to the franchise was prepared assuming that the franchise would include BLS calls as follows:

Estimated Marginal Revenue BLS Calls Included in the Ambulance Franchise				
Total Estimated Annual ALS Transport	Estimated Additional BLS Transports (estimated at 30% of ALS)	Estimated Average Charge	Estimated Average Collection Rate	Estimated Marginal Revenue to the Franchise
18,000	5,400	\$ 950	50%	\$ 2,565,000

Source: The Abaris Group

Using conservative calculations, The Abaris Group estimates that the marginal revenue opportunities available to the franchise zone contractor would be approximately \$2.5 million not considering costs. Depending on how well the provider leverages resources (e.g. dedicated BLS units supported by ALS units at peak BLS call times), the net contribution of adding BLS calls to the franchise could be in the range of \$100,000 to \$200,000. It would be a matter of negotiation as to how those funds would be used and the extent they could be used for new franchise program initiatives (e.g. AED program, Citizen CPR).

While there is some theoretical financial opportunity based on the above calculations and assumptions and, some positive considerations identified through the SWOT analysis (Attachment B) (e.g. attractiveness for bidders, additional financial stability, etc) for adding BLS calls to the franchise, these assumptions are not clearly developed from a refined data standpoint. There is also considerable opposition from other stakeholders including several of the hospitals, some of the fire chiefs and at least one BLS ambulance entity. The hospitals claim they would have eroding performance and financial leverage over the franchise BLS provider. The BLS provider is worried for its survival as well as the lack of surge potential during major emergencies.

The Abaris Group recommendation is:

- At this time, BLS ambulance services should not be included in the scope of this current franchise process.



- The County should use the time frame of the next ambulance franchise contract to study the strengths and weaknesses of adding BLS ambulance calls into any future franchise to include the potential financial impact to the franchise.

#### Fee Schedule Adjustments

The County admits there is no formal ambulance fee schedule adjustment process and there remains no formal process even after the most recent process that achieved the 46 percent rate increase for AMR over a three-year period ending in January 2009. Until recently, AMR had not submitted financials as required in the contract. Without historical financials being provided it is difficult to tie their recent request to actual cost or revenue assumptions. There is a requirement that was included in the Board of Supervisor's rate increase approval letter that the County staff return with additional justification for the approved rate increase prior to the January 2009 adjustment.

The Abaris Group recommends:

- The Abaris Group should continue to review the supporting financial documents that AMR has supplied.
- The County should draft a formal process for rate reviews for all future ambulance rate reviews and begin the rate increase impact study as promised in the original Board letter.

#### Clinical Innovations

Much has been said about the need for clinical innovations in the prehospital field. Since the landmark publication, *"Future of Emergency Care, Emergency Medical Services, at the Crossroads"* by the Institute of Medicine (IOM, 2006, The National Academies Press), the nation has been looking at the variations in prehospital care and the development of innovations. Amongst many criticisms of EMS delivery systems in the country is the strongly worded admonition in the IOM publication of the lack of research on delivery systems and outcomes. Why is it, the IOM asked, do we have such divergent rates of cardiac arrest survival in this country when all the EMS providers use the same defibrillators and drugs? This key clinical topic will get more attention and analysis in the near future with the Centers for Disease Controls' Prevention's Cardiac Arrest Registry to Enhance Survival (CARES) program underway in Fulton County, Georgia. One cluster of best practices is scientifically known: when a significant percent of the public is trained in CPR and with the aid of quick access to automatic defibrillators (AEDs) there is a substantial increase in the survival rate of sudden cardiac arrest. Seattle, Washington is credited with having one of the highest cardiac arrest survival rates in the country thanks to their very successful bystander CPR program coupled with an aggressive AED deployment program. Four additional communities in the country that are exploring the impact of expanding this initiative nationwide (see: [takeheartamerica.org](http://takeheartamerica.org))

While there are a number of clinical innovations in the current ambulance franchise (e.g. end-tidal CO<sub>2</sub>, 12-lead EKGs, etc) more needs to be done to assure Sonoma County residents have access to clinical programs commensurate with the size of the community and sophistication of its residents. Bystander CPR and aggressive AED deployment efforts do not seem to have been made a priority in



the Sonoma County region or to the franchise and even getting local cardiac arrest survival rates is problematic.

Additional review is needed of REDCOMs dispatching policies. While Sonoma County is leading the way in stratifying dispatch of ambulances by alpha, bravo, charlie and delta calls, fire and ambulance resources are routinely sent with lights and sirens on all requests. This is complicated by the fact that the actual medical screening of calls occurs after the first-response resources are dispatched in order to meet dispatch performance standards. Fortunately, REDCOM's operations committee has agreed to study this issue. The current dispatch standards also have a complicated array of levels of the type ambulance response and expected performance for each call category making it difficult to monitor and deploy resources.

The Abaris Group recommends:

- Sonoma County Health Services should establish, concurrent with the development of the ambulance franchise RFP, a Blue Ribbon Task Force to study and make recommendations on bystander CPR and an aggressive AED program for the county and on the additional scope and funding that may be needed (including through the ambulance franchise) to achieve a successful program.
- Encourage the REDCOM operations committee to study alternative first-response dispatch policies.
- Additionally study the current complicated dispatch level of equipment response (e.g. ALS vs BLS) and subsequent performance standards.

Proposed Timetable

A proposed timetable is supplied in Appendix C.



**Attachment A - Sonoma County Ambulance Franchise** *(not a complete list which is under development)*

Contract Item	Current Contract	Proposed Contract
<ul style="list-style-type: none"> <li>▪ Definitions</li> </ul>	<ul style="list-style-type: none"> <li>A. Advanced Life Support</li> <li>B. Advanced Life Support Resource</li> <li>C. Ambulance or ambulance unit</li> <li>D. Basic Life Support</li> <li>E. Emergency Ambulance Service</li> <li>F. Response Time</li> <li>G. On scene</li> <li>H. Appropriate Unit for C &amp; D level calls</li> <li>I. Appropriate Unit for B level calls</li> <li>J. ALS Transport Unit</li> <li>K. BLS Resource</li> <li>L. BLS Transport Unit</li> <li>M. Critical Care Transport</li> <li>N. Quick Response Vehicle</li> </ul>	<p>The Abaris Group would add:</p> <ul style="list-style-type: none"> <li>A. AED</li> <li>B. CCT</li> <li>C. CQI</li> <li>D. EMD</li> <li>E. First Responder</li> <li>F. ICS</li> <li>G. MCI</li> <li>H. Urban, suburban and rural areas</li> </ul>
<ul style="list-style-type: none"> <li>▪ General Responsibilities of Contractor</li> </ul>	<ul style="list-style-type: none"> <li>A. Personnel, Equipment and Materials Required</li> <li>B. In-Service Training Required</li> <li>C. EMS System Interaction                             <ol style="list-style-type: none"> <li>1. Development &amp; implementation of “treat and release” &amp;”alternative destination” programs</li> <li>2. Development of a social service referral program</li> <li>3. Expanded scope of practice treatment &amp; equipment programs</li> <li>4. First Responder, EMT-I, Paramedic, MICN, Base Hospital physician and dispatcher education and training, and ride-along programs</li> <li>5. Disaster exercises and drills</li> </ol> </li> <li>D. Equipment Maintenance</li> <li>E. Materials and Supplies</li> <li>F. Policies and Working Relations</li> <li>G. First Responder Relations</li> </ul>	<p>The Abaris Group would add:</p> <ul style="list-style-type: none"> <li>N. SSP</li> <li>O. First responder interfaces</li> <li>P. Staffing requirements</li> <li>Q. Mandatory key meeting participation</li> <li>R. Additional credentials (e.g. PEPP/PALS, PHTLS, ACLS, etc) as warranted</li> <li>S. Vehicle requirements</li> <li>T. ePCRs</li> <li>U. Funding of County supervision</li> <li>V. Funding of REDCOM</li> <li>W. Field supervision</li> <li>X. Safety and risk program</li> <li>Y. Clinical research and innovations</li> <li>Z. Public education</li> <li>AA. Search and rescue support</li> <li>BB. HAZMAT training</li> </ul>



Contract Item	Current Contract	Proposed Contract
	<ul style="list-style-type: none"> <li>H. Posting Locations</li> <li>I. Law Enforcement Relations</li> <li>J. Professional Conduct of Personnel</li> <li>K. Professional Equipment and Facilities</li> <li>L. Mutual Aid Agreements</li> <li>M. Reputation</li> <li>N. Training</li> <li>O. Quality Improvement</li> <li>P. Permits and Certifications</li> <li>Q. Implementation of EMS Agency Policies</li> <li>R. Financial Implications of Operations</li> <li>S. Data, Billing and Collection</li> <li>T. Paramedic Preceptors</li> <li>U. Reports to EMS Agency</li> <li>V. EMS Dispatch Center</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Medical Control</li> </ul>	<ul style="list-style-type: none"> <li>A. Medical Control Authority</li> <li>B. Adherence to Medical Control Standards</li> <li>C. Compliance with Laws and Policies</li> <li>D. Contractor’s Medical Director</li> </ul>	Maintain with slight adjustments
<ul style="list-style-type: none"> <li>▪ Scope of Service</li> </ul>	<ul style="list-style-type: none"> <li>A. General Provisions</li> <li>B. Alpha &amp; Omega Calls</li> <li>C. Critical Care Transport Services</li> <li>D. Wheel Chair and Litter Van Services</li> <li>E. Standby &amp; Special Events Coverage</li> <li>F. Swift Water Rescue Team members &amp; Paramedic Cycling Response Team</li> <li>G. Health Fair demonstrations &amp; other related events to promote EMS awareness &amp; education</li> <li>H. First Aid &amp; CPR training to community organizations</li> </ul>	Maintain with slight adjustments, House and maintain strike team equipment (AST DASU)
<ul style="list-style-type: none"> <li>▪ First Responder Coordination</li> </ul>	<ul style="list-style-type: none"> <li>A. Re-supply of First Responder units</li> <li>B. Implement &amp; maintain First Responder orientation program</li> <li>C. Return of equipment &amp; First responder</li> </ul>	Maintain with slight adjustments. Add backboard and other equipment standardization and exchange program. Provide for dedicated/protected Sonoma County education and CQI staff.



Contract Item	Current Contract	Proposed Contract
	personnel D. Respond & standby for Haz Mat, fire and law enforcement when requested E. Provide a First Responder defibrillation program, training, and oversight F. Internal continuing education programs open to First Responder personnel G. Assist the EMS Agency with evaluation & implementation of expanded scope programs for Paramedics, EMT-Is & First Responder personnel	
<ul style="list-style-type: none"> <li>▪ Dispatch Services</li> </ul>	A. EMD program & emergency ambulance dispatch services provided by & operated by the Contractor <ol style="list-style-type: none"> <li>1. Provide personnel to operate EMS Dispatch Center as Secondary PSAP</li> <li>2. Specific provisions to operate Dispatch Center negotiable in separate agreement</li> <li>3. Provide &amp; maintain CAD system</li> <li>4. Equipment needed to maintain continuation of services during periods of disruption from normal operations</li> <li>5. Provide EMS dispatch operations consistent with EMD protocols and operations approved by the EMS Agency</li> <li>6. EMD certification required &amp; background checks as required by EMS Agency</li> <li>7. Ensure &amp; maintain certification &amp; training of Emergency Medical Dispatchers</li> <li>8. Provide all emergent &amp; non-emergent dispatching of franchise units</li> <li>9. Provide emergent dispatch services for all permitted emergency ambulance providers within the county (for a fee)</li> <li>10. Posting of units &amp; resources in</li> </ol>	Maintain with slight adjustments



Contract Item	Current Contract	Proposed Contract
	<p>accordance with SSM plan</p> <p>11. Provide for a mechanism for tracking &amp; maintaining the status of Contractor’s units &amp; resources via MDT &amp; AVL</p> <p>12. Responsibility for oversight &amp; management of the EMS dispatch function/positions, as well as physical space allocated</p> <p>13. Provide tracking &amp; maintain the status of emergency ambulances &amp; ALS resources that contract for dispatch services</p> <p>14. Provide coordinated dispatch of the EMS Agency’s Critical Incident Stress Management team</p> <p>15. Provide dispatching of in-county &amp; regional EMS aircraft</p> <p>16. Establish a system, approved by EMS Agency, to provide backup dispatch services</p> <p>B. Dispatch operation to be supervised, monitored &amp; subjected to policies &amp; procedures established by EMS Agency</p> <p>C. Provide EMD countywide if requested by other county PSAPs, in exchange for county space &amp; communications infrastructure</p> <p>D. Participate in the ongoing development &amp; implementation of countywide consolidation of public safety dispatch services</p> <p>E. Discuss &amp; negotiate impact &amp; costs if county PSAP &amp; Communications Center is relocated</p> <p>F. Adapt to changes &amp; work with EMS Agency to meet future needs of EMS system evolution &amp; the corresponding dispatch component</p>	
<ul style="list-style-type: none"> <li>▪ Helicopter Air Ambulance Services</li> </ul>	<p>County reserves the right to allow helicopter air ambulance services by a provider other than the Contractor</p>	<p>Maintain</p>



Contract Item	Current Contract	Proposed Contract
<ul style="list-style-type: none"> <li>▪ Service Area and Response Zones</li> </ul>	<ul style="list-style-type: none"> <li>A. Service Area Defined – map attachment of Franchise service Area and 6 individual “zones”</li> <li>B. Response Compliance Zones – Population density based for urban, semi-rural, rural (Attachment 2)</li> </ul>	<p>Substantially adjust the service zones to limit the number of variations to 20 to 30 zones, maintain the integrity of the urban, suburban and rural approach but provide or a much more manageable performance systems.</p>
<ul style="list-style-type: none"> <li>▪ Conditions of RFP and Contractor Proposal</li> </ul>	<p>Includes terms and conditions stated in 1998 RFP and Contractor’s response to RFP dated January 8, 1999</p>	<p>Maintain</p>
<ul style="list-style-type: none"> <li>▪ Personnel</li> </ul>	<ul style="list-style-type: none"> <li>A. Personnel Required – necessary personnel to provide ALS, emergency ambulance services</li> <li>B. Key Personnel – agreement awarded based on qualifications of Contractor and Key personnel</li> <li>C. Supervisory Personnel System – establish a supervisory system with personnel in sufficient numbers to provide field evaluation of Contractor’s personnel</li> <li>D. Field Evaluation – provide Field Training Officers</li> <li>E. Emergency Vehicle Operations Course- field personnel shall complete Emergency Vehicle Operations Course</li> <li>F. Certification and Licensure of Personnel – personnel appropriately certified, accredited and licensed</li> <li>G. Maintain records and data pertaining to certifications, licenses and other credentials and make them available</li> <li>H. Wages and Benefits – adhere to wage and benefits in accordance with labor agreements</li> <li>I. Employee Handbook – develop and maintain</li> <li>J. Administrative Representative – provide an administrative representative to County fire and police organizations</li> <li>K. EMS Incident Forms – furnish an approved EMS Incident Report Form for use by</li> </ul>	<p>Add additional credentials as listed above. Revised stress management program (e.g. resiliency based)                      Maintenance of incumbent workforce to be added.                      Priority for locally needed preceptor slots.</p>



Contract Item	Current Contract	Proposed Contract
	<p>personnel and provide to EMS Agency</p> <ul style="list-style-type: none"> <li>L. Equipment Failure Reports – furnish employees with approved Equipment Failure Report Forms</li> <li>M. Competency and Conduct – personnel shall be competent and hold appropriate permits, licenses and certificates</li> <li>N. Knowledge of EMS – personnel shall be knowledgeable and cooperate in the provision of EMS</li> <li>O. Infectious Disease Exposure – provide testing and counseling services to all employees</li> <li>P. Employee Assistance Program – provide employees an EAP</li> <li>Q. Occupational Health Services – maintain an in-house program</li> <li>R. Immunization and Testing Program – provide for employees</li> <li>S. Injury Prevention and Treatment Program – maintain for employees</li> <li>T. Hiring Standards and Practices – maintain a program</li> <li>U. Peer Counseling – maintain a peer support program and participate in the regional CISM team</li> <li>V. Maintain employee services above and notify EMS Agency of any changes</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Rights and Responsibilities of Field Personnel</li> </ul>	<ul style="list-style-type: none"> <li>A. Linkage between field personnel and medical director</li> <li>B. Linkage applies to regulations of vehicles, on-board equipment and collection and recording of primary data</li> <li>C. Contractor encouraged to employ its own methods and techniques to produce the required performance reliability and efficiency</li> </ul>	<p>Maintain</p>



Contract Item	Current Contract	Proposed Contract
<ul style="list-style-type: none"> <li>▪ Response Time Standards</li> </ul>	<ul style="list-style-type: none"> <li>A. Overall response time performance under this agreement is intended to ensure that CONTRACTOR responds to and arrives at each incident with an appropriate resource; Pertains to call in the Franchise Service Area; Response Time Clock for a “Resource Unit” may be stopped by a first responder, QRV, or ambulance; Response Time Clock for an “ALS Resource Unit” may be stopped by an ALS first responder, QRV, or ambulance; Response Time Clock for a “Transport Unit” may be stopped only by an ambulance</li> <li>B. respond to all requests for service that have been triaged as Bravo responses with a BLS or ALS resource and/or ambulance in accordance with the standards set forth below</li> <li>C. respond to all requests for service that have been triaged as Charlie or Delta responses with an ALS resource and/or ambulance in accordance with the standards set forth below</li> <li>D. Response time performance calculation - Response times are measured and calculated on a monthly basis for each response compliance zone within each of the six individual Franchise Service Area zones.</li> <li>E. The response time standards as measured for each response compliance zone within each of the six zones in the Franchise Service Area shall be as follows:                         <ul style="list-style-type: none"> <li>1. The response time for the ALS Resource on calls prioritized as either Charlie or Delta responses shall be as follows:                                 <ul style="list-style-type: none"> <li>a) Urban - 90% of all calls in 7:00 minutes or less</li> </ul> </li> </ul> </li> </ul>	<p>Substantially adjust the service zones to limit the number of variations to 20 to 30 zones, maintain the integrity of the urban, suburban and rural approach but provide County to establish and provider to participate with multiple disciplined stakeholders on a compliance oversight committee.</p> <p>Consider streamlining Alpha, Beta, Charlie and Delta – ALS versus BLS call levels</p> <p>Continue to permit a direct contract between the current ALS fire first responder</p> <p>Allow the contractor to consider future opportunities to subcontract with new ALS first responders subject to the conditions of a business plan, clinical efficacy and long term sustainability.</p>



Contract Item	Current Contract	Proposed Contract
	<ul style="list-style-type: none"> <li>b) Semi-Rural - 90% of all call in 14:00 minutes or less</li> <li>c) Rural - 90% of all calls in 29:00 minutes or less</li> <li>2. The response time for the ALS Transport Unit on call prioritized as Delta responses shall be as follows:                             <ul style="list-style-type: none"> <li>a) Urban 90% - of all calls in 11:00 minutes or less</li> <li>b) Semi-rural 90% of all calls in 18:00 minutes or less</li> <li>c) Rural 90% - of all calls in 33:00 minutes or less</li> </ul> </li> <li>3. The response time for the ALS Transport Unit on all calls prioritized as Charlie responses shall be as follows:                             <ul style="list-style-type: none"> <li>a) Urban 90% - of all calls in 20:00 minutes or less</li> <li>b) Semi-Rural - 90% of all calls in 35:00 minutes or less</li> <li>c) Rural - 90% of all calls in 45:00 minutes or less</li> </ul> </li> <li>4. The response time for BLS Resource on calls prioritized as Bravo responses shall be as follows:                             <ul style="list-style-type: none"> <li>a) Urban – 90% of all calls in 15:00 minutes or less</li> <li>b) Semi-Rural – 90% of all calls in 30:00 minutes or less</li> <li>c) Rural – 90% of all calls in 45:00 minutes or less</li> </ul> </li> <li>5. The response time for BLS Transport Unit on calls prioritized as Bravo responses shall be as follows:                             <ul style="list-style-type: none"> <li>a) Urban – 90% of all calls in 20:00 minutes</li> </ul> </li> </ul>	



Contract Item	Current Contract	Proposed Contract
	or less b) Semi-Rural – 90% in 35:00 minutes or less c) Rural – 90% of all calls in 45:00 minutes or less 6. All Alpha and Omega transfer service within 30 minutes of the scheduled arrival time 7. Response time standards for Alpha and Omega may be waived by EMS Agency during unexpected and unavoidable system overload 8. Equipment failure, dispatch error, or lack of LAS or BLS resource/ambulance is not a reason for response time exemption F. Document and report to County monthly all calls in excess of the 90% standard	
<ul style="list-style-type: none"> <li>▪ System Status Management</li> </ul>	<ul style="list-style-type: none"> <li>A. Operate service to equalize response time performance throughout the various jurisdictions</li> <li>B. Develop and submit a SSM plan to County</li> <li>C. Develop and maintain a SSM Committee with County representative and meet on regular basis</li> <li>D. Any change to SSM that reduces number of units must be approved by EMS Agency</li> <li>E. Submit SSM plan annually to EMS Agency</li> <li>F. Maximum Unit-Hour Utilization rate not to exceed .50 without approval of EMS Agency</li> <li>G. Adhere to initial plan first 3 months</li> <li>H. SSM plan to specify locations of ALS resources, ambulances, post location, or dispatching procedures, and identify the number and location of vehicles to be deployed 24/7 for Bravo, Charlie and Delta responses</li> </ul>	Maintain with only slight adjustments. Bid to include 133% or resources at peak load.
<ul style="list-style-type: none"> <li>▪ Staffing of Ambulance Response</li> </ul>	<ul style="list-style-type: none"> <li>A. ALS ambulance minimum of 1 paramedic and</li> </ul>	Maintain with only slight adjustments



Contract Item	Current Contract	Proposed Contract
Units	<ul style="list-style-type: none"> <li>1 EMT-I</li> <li>B. ALS Resource minimum 1 paramedic with all ALS equipment</li> <li>C. BLS ambulance at least 2 EMT-I personnel</li> <li>D. BLS resource at least 1 EMT-I</li> <li>E. All QRVs at least 1 paramedic</li> <li>F. Ensure 100% of all responses for Delta, Charlie or Bravo call are handled by appropriate resource and ambulance in accordance with EMD protocols</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Vehicles, Equipment and Maintenance</li> </ul>	<ul style="list-style-type: none"> <li>A. Minimum number of ambulances at 133% of vehicles required for peak load of the SSM plan; Meet federal and California standards</li> <li>B. Staffed and equipped in accordance with state law and EMS Agency policies</li> <li>C. EMS Agency will assist in waivers for QRVs</li> <li>D. Maintain vehicle replacement program and replace based on mileage or when 6 years service</li> <li>E. Adhere to preventative maintenance program, equipment replacement schedule and reporting system as described in Contractor’s response to RFP</li> <li>F. Interior height requirement</li> <li>G. Approved markings</li> <li>H. Meet state and County standards, maintain 133% peak load for supplies and equipment</li> <li>I. Provide for restocking of drugs and supplies</li> <li>J. Register vehicles with County as legal owner</li> <li>K. Equip vehicles with emergency alerting devices and 2 way radios</li> <li>L. Equip vehicles with cell phone or equivalent equipment to communicate with base stations and receiving facilities</li> <li>M. Alphanumeric pagers required for recall of off-</li> </ul>	<p>Maintain with only slight adjustments. Bid to include all new fleet. Fully document preventative maintenance program including listing specific maintenance staffing or methodologies and PM thresholds.</p>



Contract Item	Current Contract	Proposed Contract
	<p>duty personnel</p> <p>N. Response and transport units equipped with MDT and AVL</p> <p>O. Provide for maintenance of vehicles, equipment and facilities</p> <p>P. Contractor responsible for maintenance of County owned communications equipment</p> <p>Q. Assist COUNTY with implementation and debugging of new EMS equipment, including computerized communications and data systems and software which may be placed in service over the period of this Agreement.</p>	
<ul style="list-style-type: none"> <li>▪ Disaster, Multi-Casualty and Instant Response</li> </ul>	<p>A. Develop and implement a plan for the immediate recall of personnel</p> <p>B. To the extent that CONTRACTOR may have resources available, CONTRACTOR shall respond to requests from neighboring jurisdictions and ambulance providers for instant aid that require a Code 3 (lights and siren) response.</p> <p>C. Provided for an approved disaster plans and protocols, commit such resources as are necessary and appropriate, given the nature of the disaster; Exempted from response time performance requirements, including late run deductions, until notified by the EMS Agency that disaster assistance may be terminated; Personnel shall perform in accordance with local disaster protocol's established by that community</p> <p>D. Use best efforts to provide local Charlie, Delta and Bravo coverage, and may suspend, with EMS Agency's approval, Alpha or Omega transport work as necessary, informing</p>	<p>Maintain with only slight adjustments</p>



Contract Item	Current Contract	Proposed Contract
	<p>persons requesting such Alpha or Omega service of the reason for temporary suspension.</p> <p>E. Determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statement to the EMS Agency for review and possible reimbursement</p> <p>F. Normal (i.e., not disaster related) multi-casualty incident calls rendered by CONTRACTOR shall be performed in accordance with approved "move up and cover" agreements</p>	
<ul style="list-style-type: none"> <li>▪ Specific Provisions</li> </ul>	<p>A. User Fees</p> <ol style="list-style-type: none"> <li>1. Rate Schedule                             <ol style="list-style-type: none"> <li>a) Effective date</li> <li>b) No discounts</li> </ol> </li> <li>2. Rate Adjustment                             <ol style="list-style-type: none"> <li>a) Determined by County BOS as shown in Attachment</li> <li>b) Negotiated adjustment based on operational cost increases</li> <li>c) HCFA (now CMS) meet and confer clause</li> <li>d) Rate adjustment process</li> <li>e) Rate adjustment based on extraordinary circumstances</li> </ol> </li> <li>3. Rate adjustment based on Medicare adjustments</li> <li>4. Rate adjustments finalized in Attachments to this agreement</li> </ol> <p>B. On-Scene Collections – not allowed</p> <p>C. Billing and Collections</p> <ol style="list-style-type: none"> <li>1. Compliance with laws and regulations</li> <li>2. Billing staff requirements</li> <li>3. Maintain billing and collections system</li> </ol>	<p>Establish an automatic annual medical COLA and then a formalized process for any rate increases above that. Maintain other provisions with only slight modification. Levied fines to be deposited in an EMS system benefit account to be used for community-approved initiatives (e.g. education, AEDs, etc)</p>



Contract Item	Current Contract	Proposed Contract
	requirements (subsections a. – m.) D. Billing Procedures 1. Obtaining billing information (billing procedures subsections a. – d.) 2. Compassionate Care Allowance 3. EMS Agency request for Compassionate Care Allowance 4. Maintain policies and procedures for billing and collections 5. Develop and maintain plan for user payment schedules E. Response to billing and payment inquires	
<ul style="list-style-type: none"> <li>▪ Contract Management/Monitoring Fee</li> </ul>	Annual fee to County to cover County’s costs set by the County	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Data Collection and Reporting Requirements</li> </ul>	A. Maintain data collection and reporting system (specified in subsections 1 – 3) B. Annual reports based on GAAP C. Maintain records, reports and data ( specified in subsections 1 -8) D. Changes in Practices and Procedures E. Ownership of data (specified in subsections 1 – 3)	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Liquidated Damages</li> </ul>	A. Relative to late runs and other failures to meet required standards B. Liquidated damages for ALS resource performance 1. Failure to meet 90% response time standard - \$100/tenth less than 90% 2. ALS resource fails to arrive at Charlie or Delta within maximum time - \$5.00 per excess minute; Calls referred to mutual aid agencies will be included C. Liquidated Damages for Delta Transport Ambulance Performance - Transport ambulance fails to arrive at a Delta response	Maintain. Fines would increase substantially to market rates (\$300 per every one tenth of one percent over the standard, \$500 per Level o/event > once per month, \$2,000 for a BLS referral for an ALS call, etc). Create an enterprise fund for fine deposit to be used to benefit approved clinical initiatives and innovations. Carefully scrutinize and then publish a defined exception list.



Contract Item	Current Contract	Proposed Contract
	<p>within the maximum time - \$5.00 per excess minute</p> <p>D. Liquidated Damages for Charlie Transport Ambulance Performance – Charlie responses - \$5.00 per excess minute</p> <p>E. Liquidated Damages for Emergency Bravo Resource Unit Performance</p> <ol style="list-style-type: none"> <li>1. Failure to meet monthly 90% standard - \$100/tenth less than 90%</li> <li>2. BLS resource fails to arrive on Bravo call within the maximum specified time - \$5.00 per excess minute</li> </ol> <p>F. Liquidated Damages for Bravo Transport Ambulance Performance – failure to arrive within the maximum time specified - \$5.00 per excess minute</p> <p>G. Multiple Units/Breakdowns</p> <ol style="list-style-type: none"> <li>1. If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. Penalty assessment shall be consistent with unit response requirements as listed above.</li> <li>2. If a unit breaks down en route to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives. Liquidated damages assessment shall be consistent with unit response requirements as listed above.</li> <li>3. If a unit breaks down on the way to the hospital with a patient on-board - \$500.00</li> </ol> <p>H. Waiver of Liquidated Damages/Grievances – County reserves right to exclude certain calls; Grievance procedure will be developed</p> <p>I. Data Reporting Assessment – failure to provide information - \$10.00 for each item of</p>	



Contract Item	Current Contract	Proposed Contract
	information J. Exceptions – county may grant exceptions to response time requirements K. Payment of Liquidated Damages – within 30 days of receipt of written notice	
<ul style="list-style-type: none"> <li>▪ Compliance</li> </ul>	Policies, procedures, medical director, etc.	
<ul style="list-style-type: none"> <li>▪ Most Favored Customer</li> </ul>	A. No transfer or assignment equal to or greater than 50% B. Loss of contract in future bids means loss of all business covered in agreement C. May not enter into agreements which extend past date of agreement D. “Factors of Production” devoted exclusively to this agreement E. Not prohibited from outside work related ALS or medical transportation F. May use County logo	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Restriction of Services to Chronic Abusers</li> </ul>	A. May name chronic abusers and with Medical Director approval deny service B. Dry runs, chronic abusers considered for financial impact to do business	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Audits and Inspections</li> </ul>	A. Standard language for observing operations and records review B. County’s right to observe and inspect operations C. Observation and records inspections extended to authorized County representatives	Maintain with only slight adjustments. Reconfirm financial reporting requirements.
<ul style="list-style-type: none"> <li>▪ General Responsibilities and Duties of County</li> </ul>	A. Conduct competitive bid process B. Review, reserving right to approve or disapprove reasonable rates and charges C. Provide for system medical control/Medical Director D. Provide for and maintain EMS communications system	Maintain with only slight adjustments



Contract Item	Current Contract	Proposed Contract
	<ul style="list-style-type: none"> <li>E. Reserve the right to review and approve or disapprove equipment lease/sublease arrangements</li> <li>F. In the event of default, taking over and managing all operations</li> </ul>	
<ul style="list-style-type: none"> <li>▪ General Provisions</li> </ul>	<ul style="list-style-type: none"> <li>Term of agreement and renewal provisions                             <ul style="list-style-type: none"> <li>1. Initial term</li> <li>2. Renewal and extension</li> <li>3. End term provisions (specified in subsections 1 – 7)</li> </ul> </li> </ul>	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Dispute and Grievances</li> </ul>	<ul style="list-style-type: none"> <li>A. Monitoring of operation</li> <li>B. Monthly performance reports</li> <li>C. Disputes and grievances</li> <li>D. Minor Breach of Agreement</li> <li>E. Appeal to EMS Agency Director</li> <li>F. Final decisions and liquidated damages</li> </ul>	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Major Breach and Takeover Provisions</li> </ul>	<ul style="list-style-type: none"> <li>A. Major Breach Definitions (described in subsections 1 – 6)</li> <li>B. Notice to Contractor</li> <li>C. Major breach not resolved notification process</li> <li>D. Major breach determined to be minor</li> <li>E. Board of Supervisor’s Hearing (process defined in subsections 1 and 2)</li> <li>F. Expedited Hearing Process</li> <li>G. Notice of default</li> <li>H. Declaration of Public health Officer</li> <li>I. Emergency Takeover</li> <li>J. Equipment and Vehicles</li> <li>K. Payment by County (for rent of facilities, vehicles etc.)</li> <li>L. Takeover Cooperation Described in subsections 1 – 4</li> </ul>	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Dispute Resolution</li> </ul>	<ul style="list-style-type: none"> <li>A. Mediation of Disputes                             <ul style="list-style-type: none"> <li>1. Fees</li> <li>2. Discovery</li> </ul> </li> </ul>	Maintain with only slight adjustments



Contract Item	Current Contract	Proposed Contract
	3. Confidentiality 4. Enforcement B. Dispute Resolution/Arbitration (process specified in subsection 1 – 6)	
<ul style="list-style-type: none"> <li>▪ Performance Security</li> </ul>	A. Contractor agrees to performance security B. Amount specified in Attachment 5	Maintain with only slight adjustments to security amount subject to current market.
<ul style="list-style-type: none"> <li>▪ Insurance Required</li> </ul>	A. Maintain required insurance (specified in subsections 1 – standard requirements) B. Documentation C. Obligations not limited by Insurance D. Material breach for lack of insurance coverage	Limits to be reviewed with County Risk Management
<ul style="list-style-type: none"> <li>▪ Compensation to Contractor</li> </ul>	A. As compensation for the services, equipment, and materials furnished under this Agreement, CONTRACTOR shall receive the following as full compensation: <ol style="list-style-type: none"> <li>1. Market rights as specified</li> <li>2. Use of communications infrastructure</li> <li>3. Income from fee for service billing and other reimbursement</li> </ol> B. Exclusive provider language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Rights and Remedies Not Waived</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Entire Agreement; Amendements; Interpretations; Venue Notices</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Force Majeure</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Independent Contractor</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Partial Invalidity</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Hold Harmless</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Prevention of Implementation</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Non-Discrimination</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Non-Transferable Agreement</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Section Headings and Table of Content</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Cooperation</li> </ul>	Standard language	Maintain with only slight adjustments
<ul style="list-style-type: none"> <li>▪ Term</li> </ul>	Five years with two two-year extensions	Initial five years with a two- and three-year extension at the



Contract Item	Current Contract	Proposed Contract
<ul style="list-style-type: none"> <li>▪ Accreditation</li> </ul>	n/a	County's discretion based on superior performance. CASS or other equivalent County-approved entity accreditation within the first five years of the contract.



**Attachment B - BLS Ambulance Call Inclusion into the Franchise Zone – SWOT Analysis**

<b>Sonoma County Ambulance Franchise BLS Call Inclusion into the Ambulance Franchise SWOT Analysis</b>	
<p>Strengths:</p> <ul style="list-style-type: none"> <li>▪ Adds to attractiveness of the RFP from outside bidders</li> <li>▪ Helps with franchise financing (more marginal funding available to the franchise)</li> <li>▪ Maybe able to provide marginal programs for new programs (e.g. AED, Citizen CPR, etc)</li> <li>▪ Helps with franchise financial stability during future uncertain times</li> <li>▪ Could encourage other BLS entities to bid</li> </ul>	<p>Weaknesses:</p> <ul style="list-style-type: none"> <li>▪ There does not appear to be significant performance concerns with current BLS providers</li> <li>▪ Significant concerns from some hospitals about future performance</li> <li>▪ Potential for predatory pricing in a non competitive BLS market</li> <li>▪ Limits ambulance resources/redundancy during episodes of surge</li> </ul>
<p>Opportunities:</p> <ul style="list-style-type: none"> <li>▪ Could encourage other BLS entities to bid</li> <li>▪ Would allow the County to set and monitor performance standards for BLS providers</li> <li>▪ Would likely add ALS ambulance resources to the system status plan</li> </ul>	<p>Threats:</p> <ul style="list-style-type: none"> <li>▪ Threatens the livelihood of at least one BLS provider</li> <li>▪ Could threaten the ability of AMR to meet its national contract with Kaiser (if a provider other than AMR were chosen)</li> <li>▪ Potential lawsuits from several parties</li> </ul>



**Attachment C – Proposed Ambulance Franchise Timeframe**

The proposed timetable for the ambulance franchise is as follows:

Event	Date
Announcement of RFP	May 2008
Bid Document Available	May 2008
Proposer's Conference	June 2008 (early)
Letter of Intent Due	June 2008 (late)
Deadline for Written Questions	June 2008.
Proposals Due	August 2008 (late)
Review of Credentials/Proposals	September 2008
Announcement of Proposed Award	October 2008
Recommendations to the Board of Supervisors	November 2008
Award by the Board	November 2008
Last Day to Appeal	November 2008
Negotiation of Contract	December - January 2008/9
Implementation	July 2009 (or sooner)

