Written Public Comment on Initial Draft Ambulance Services RFP

First	Last	Email	Zip Code	Comment	Entry Date
Jeremy	Goldberg	jeremy@centralcoastlabor.org	93010	The Central Coast Labor Council, AFL-CIO, is a coalition of 75 labor unions representing over 75,000 workers who live and work in Ventura, Santa Barbara and San Luis Obispo counties. As a vital public safety and labor issue, we've been closely following Ventura County's process to determine the future of our county's ambulance services. During the Ventura County Ambulance Services RFP Listening Session held on September 4 at the Ventura County Government Center, the CEO's office shared its plan and timeline for the RFP process. As the plan that was shared, we learned who the members of the steering committee would be. We were disappointed to learn that there wasn't a single labor union representative included on the steering committee. Considering the impact that this decision will have on our county's public safety workers as well as the community at large, we believe it is imperative that you reconsider and ensure that a representative of the impacted workforce is included. The safety of our county workers and their responsibility to provide lifesaving services to the community warrants that their voices not just be present in this process but valued and emphasized for their expertise. Thank you for your consideration, Jeremy Goldberg, Executive Director Central Coast Labor Council, AFL-CIO	9/11/2024 20:23
Ventura County Fire Department				Attached	9/11/2024 18:27
Kevin	Aguayo	kaguayo@vcpfa.org	93012	September 10, 2024 RE: Labor participation on the RFP Steering Committee Mr. Powers During the RFP Listening Session held on September 4 at the Ventura County Government Center, the CEO's office shared its plan and timeline for the RFP process. Also shared as part of the plan were the steering committee members; most noticeable was what group was not represented on the steering committee; labor. This letter is a joint request from the unions representing current AMR paramedics and EMTs and the firefighter unions representing firefighters in Fillmore, Oxnard, Ventura City, and Ventura County to each have a labor representative on the steering committee. This coalition of labor organizations wants to ensure that the best interests of the labor force is recognized as a priority regardless of what entity is awarded the ambulance contract. Please feel free to respond to this email with any questions or comments. A signed PDF with all signatures from the listed presidents is available upon request. John Villegas President United EMS Professionals 1 Ulises Castellanos President Oxnard Firefighters IAFF Local 1684 Michael Salazar Fillmore Professional Firefighters IAFF Local 5382	9/11/2024 17:44

Written Public Comment on Initial Draft Ambulance Services RFP

First	Last	Email	Zip Code	Comment	Entry Date
				Kyle Cortez Ventura City Firefighters President IAFF Local 3431 Kevin Aguayo President Ventura County Professional Firefighters Association IAFF Local 1364	
Ventura County Fire Chiefs Association				Attached	9/11/2024 16:47
City of Oxnard Fire Department				Attached	9/11/2024 15:37
Miguel	rangel	miguelchat16@gmail.com	93003	The People need an ambulance service in which they are not afraid to use because of the cost. The more expensive the service more people default on their payment and the tax payer picks up the bill anyways.	9/10/2024 0:33
Britta	Duffy	Britta.Duffy65@gmail.com	93003	My name is Britta and I have been a first responder for nearly 20 years, and I spent part of that working for American Medical Response (AMR) in Ventura County, although much of my career was with the National Park Service. I understand through the rumor mill, that Ventura County Fire Department (VCFD) would like to take over the EMS contract. I am in favor of whoever gets the contract, so long as several key factors are met: better pay, adequate staffing and sleep, and proper training. EMS in general needs to be brought to a higher level of professionalism and to do that, it will require better pay and better working conditions than currently provided by AMR. AMR being a profit driven company is notorious for finding ways to make sure their bottom line is protected. That includes not putting up enough ambulances for the increased call volume over the years and paying their staff poorly. In the time I was at AMR, AMR blatantly ignored the union contract, yet expected it's workers to adhere to it. This in itself was illegal. AMR would also rather pay a fine for ambulances not making their out of shoot time due to lack of staff and enough ambulances than actually adequately staffing them or increasing the amount of ambulances, because let's face it, ambulances are not cheap. Ventura County Emergency Medical Services Agency (VCEMSA) also did a poor job of holding AMR accountable because it was profitable for them. If VCFD wants to take the contract, there are several pitfalls that I also see for them. It will be important for them to stop with the mentality of firefighters first and EMS second given that EMS is the vast majority of their calls, and frankly they will save more lives through EMS than they will fighting fires. It will also require them treating their staff in a professional manner, which includes paying them well and making sure that there are adequately staffed ambulances. This also means that if crews maintain a 24 hours staffing model, that they are not run ragged. It is exceedingly dangerous to expect EMT - Basics and paramedics to work 24 hours with little to no sleep. This is a patient safety issue, and in the end we are serving our community by providing a valuable service, not just physically but on some people's worst days. If either of theses entities do take over there are several key concerns that must be addressed for them to run a successful EMS agency. Adequate pay, training, and sleep. Pay should be similar to the nurse level of pay given that an ambulance is literally a small emergency room on wheels. Training and maintenance of seldom used skills is also highly important. And finally, addressing sleep and if a 24 hour EMS model is really the right model. I do not think EMS should follow a 24 hour shift model. And it allows for having ambulances only needed during higher call volume times. There is so much potential with this EMS contract if VCFD receives it. Financially, the money made will return to the community. There is potential for profit with inter facility transfers (IFT), or allowing AMR to retain this aspect. This requires registered nurses for IFT's, although it is highly profitable. And please build in a potential helicopter division. Currently, VCFD air squad utilizes their helicopter for EMS. This is a potential untapped revenue builder. Reach Air (owned by GMR the parent company of AMR), runs an excellent program. In conclusion, for whoever is to receive the contract, EMS needs to start walking into the future in this community by leveling it up to a professional agency rather than a stepping stone into the fire department. There are many EMS providers who only leave EMS for the fire department, not because they want to fight fire but because they want better pay and a more professional	9/8/2024 8:56

First	Last	Email	Zip Code	Comment	Entry Date
				atmosphere. If AMR is to retain the contract, they must be held to a higher standard than VCEMSA has done in the past. Pay with either agency must be a living wage and on par with the firefighters and RN's in this community. Safety of EMS crew is essential with making sure adequate sleep is adhered to and staff isn't running non-stop calls with no breaks for food or sleep. If AMR retains the contract they must be held accountable when they break the law. And finally, we need to take EMS from it's current level of being a stepping stone into what it actually was always meant to be: a professional career that provides evidence based medicine.	
Mary	Farley-Pateras	pateras24@outlook.com	93003	I have used the services of our current ambulance service twice. Most recently on July 7, 2024. The Emt's and fire department personnel were great, empathetic and supportive. I couldn't ask for better. Competitive bids are good but do not compromise on service. What we already have is an excellent company and fire department. I would encourage you to maintain what we have and make no changes.	9/7/2024 7:25
wiliam	shallenberger	billshall1@gmail.com	93036	We are strongly opposed to continuing the contract with AMR/Gold Coast ambulance service. The ambulance drivers, emts etc are great. The billing process is not. My wife fell and broke ribs and punctured a lung. Ambulance ride to St Johns from North Oxnard was paid by Medicare, no problem. St Johns could not treat and had her sent to the trauma center at County. Ambulance service mis coded the bill to Mredicare who denied the claim as it was "not medically necessary". We were then billed $2,144.00 for that trip. (medicare paid $105.00 for the first trip). It took about a year with numerous letters etc with no resolution. When they started mentioning Collections, I called the local office and asked for the name of the person to serve papers on, they suddenly re-coded the claim with Medicare and the problem went away. This problem (at least with Seniors) is so bad that Medicare has published t pamphlet (without nameing AMR) on how to deal with this problem. My father fell and could not get up, etc in 1999. I could not move him by myself. Ambulance took him to St Johns. Shortly after he passed, I (as exectutor) got a bill from Gold Coast/AMR for $900 because they had filed with Medicare as "not medically necessary). I paid it only because I was not emotionally able to fight it. My wife and I will be glad to discuss this. Bill Shallenberger 805-981-2516	9/6/2024 13:16
Donald	Bartosh	bartosh1@pacbell.net	93003-6752	Greetings and thank you for soliciting public comment. My name is Donald Bartosh. I'm 69 years young, and a retired firefighter after 30-years service. During my career I attained a Master's Degree in Public Policy from CLU, class of 2004. Some may recall when Ventura Fire Department operated its own ambulance service for a brief period in 1997 after a CSCourt decision allowed fire authorities and cities to determine their own choice for EMS ambulance service providers, rather than Counties retaining sole authority to control ambulance service county-wide. Please see www.firehouse.com/home/news/10544632/california-fire-service-pushes-for-control-of-ems, for historical background information on 1997 CA legislative EMS decisions and local ambulance control at that time. I am very pleased that the HCA has allowed for an open RFP process that allows all service providers to participant, be they private or public. AMR has had a monopoly on ambulance service in Ventura County for far too long. The HCA prefers it that way. It's simpler and easier to manage. Please let local jurisdictions determine their own preferences for ambulance service in their own communities. AMR is a multi-national, for-profit corporation whose business model is to maximize profits and keep their investors happy, patient care is a secondary or tertiary concern. I've seen first-hand how VFD's ambulance service worked in 1997. It was flawless. It worked to benefit those in need of service and to the community as a whole. Response times were down. Revenues generated stayed in the community to support and enhance service, rather than line the pockets AMR CEOs and investors. Please give serious consideration to proposals from ambulance providers other than AMR. AMR may threaten a lawsuit, like they did in 1997, but giving local authorities the right to control their own choice of service providers in their communities is the right thing to do. Ventura County EMS will always have a Mutual Aid agreement.	9/4/2024 22:34
Josh	Goldberg	rosegoldberg1969@gmail.com	93065	AMR is expanding to the point where it is almost monopolizing the EMS industry. AMR acquires multiple ambulance companies through buyouts and fails to change the name giving a false image of diversity within the EMS community. It appears the focus of AMR is less on patient care and more on profits. The overwhelming majority of contracts awarded to AMR also brings the question of whether nepotism exists between elected officials and AMR. To have a fair and equitable opportunity for other ambulance service companies (that AMR does not own) to compete there should be more limited contracts going to AMR. In conclusion, Ventura County Fire Department, having successfully initiated its own ambulance service demonstrates that fire department or municipally owned ambulance services can better serve the needs of communities than for profit companies like AMR.	9/4/2024 22:30

First	Last	Email	Zip Code	Comment	Entry Date
Troy	Hagen	troy.hagen@falck.com	92868	September 4, 2024 County of Ventura, Board of Supervisors 800 S. Victoria Avenue Ventura, CA 93009 County of Ventura– Ground Ambulance Transport & Medical Services Provider Public Comment & Feedback Dear Members of the Ventura County Board of Directors, Falck is a leading EMS and healthcare provider in the U.S., responding to over 720,000 emergency 911 requests annually in California alone. With proven financial stability, a track record of response compliance, and strong municipal partnerships, Falck boasts a global EMS footprint in 26 countries and employs approximately 26,000 healthcare professionals worldwide. We hereby acknowledge the request to obtain broader feedback from the community and develop a revised draft RFP for Ventura County Ambulance Services. Falck commends the Board of Supervisors for this opportunity. Falck would furthermore like to express its support and interest in a fair, competitive process that fosters healthy, sustainable competition among bidders. To ensure a competitive process, we suggest considering the following criteria: • Transparency: Clear and open communication of requirements and evaluation criteria • Fair Evaluation: Objective assessment based on predefined metrics and standards • Inclusivity: Opportunities for all qualified providers to participate • Sustainability: Consideration of long-term viability and community impact We look forward to the opportunity to contribute to the development of a robust and effective ambulance service for Ventura County. Kind regards, Troy M. Hagen Chief Commercial Officer	9/4/2024 15:48

First	Last	Email	Zip Code	Comment	Entry Date
Ted	Hanf	forensicepi@gmail.com		Dear Members of the Executive Committee: In response to your recent email inviting public comment, I would offer the following observations, recommendations, and comments based on a past personal experience involving ambulance service in Ventura County. In April of 2022, I went to an urgent care facility in Camarillo after experiencing a fall. I was able to drive myself to the facility and get myself inside the office, albeit with difficulty and considerable discomfort. After being x-rayed and examined, it was determined that I had sustained a fracture to my hip. The physician at the facility informed me that he would refer me to St. Johns / Pleasant Valley hospital as this was beyond the capability of any urgent care. I was told that I should not drive myself or even ride in my car even though I had managed to drive there myself. The facility arranged for medical transport. A fire engine and two AMR vehicles responded. I had no pain medication nor any sedation whatsoever. All I needed was "a ride" to the hospital (a distance of less than 5 miles, probably considerably less). Although the AMR ambulance had paramedic rated personnel on board, they never attended to me or performed any service whatsoever. The two AMR employees from the second vehicle (one not equipped with the panoply of emergency equipment that would be in an ambulance) transported me on a gurney in the back of an AMR transport vehicle. Again, I was not administered any medication of any sort, nor was any procedure or intervention performed. Transport was without any emergency lights or siren. At the hospital, I was handed over to Emergency Department personnel at the door of the ER. Shortly afterwards, I was billed $2,312.76 for this "service" which was described as " Ambulance service, advanced life support, emergency transport level 1 (als1 - emergency) (A0427-PH) and "Ground mileage, per statute mile (A0425-PH). On receipt of this billing, I contacted AMR to advise them that the billing overstated the level of service. No Advanced Life support service was provided, nor were the attendants of a level to provide such service. I received only the most basic level of service as defined . As no intervention nor administration of any supplies, medication, or iv was performed, the service could not rise to the level billed. The representative I spoke with advised me that in Ventura County - by contract - all services rendered were considered to be Advanced Life Support level and are billable as such. If it is true that the county contract provides that all ambulance calls are billable as ALS-1 as a minimum, then the re-negotiation of the Exclusive Emergency Ground Ambulance Transport and Related Medical Services Provider contract would be an excellent opportunity to correct this situation. Given the number of assistance calls that require a minimal level of activity on the part of the contractor and the fact that many if not most calls do not rise to the level of Advanced Life Support, any future contract should provide for proper classification of the service and be wholly consistent with appropriate guidelines and definitions. The contract should be modified to require that calls which do not go above the Centers for Medicare and Medicaid Services' definition of Basic Life Support level of ambulance service which provides for " transportation by a ground ambulance vehicle and the provision of medically necessary supplies and services. A BLS provider cannot perform invasive procedures and may only administer a few select medications." Furthermore, explicit documentation of any procedures and administration of any medication over and above what BLS level service providers could administer should be required. This would represent substantial savings to the County and its tax-payers, and assure the diligence and integrity of County contractors. I hope that you will consider my experience and these comments in your consideration of the new contract and potential bidders. Thank you. Theodore C. Hanf J.D., M.P.H. Camarillo, CA	9/4/2024 15:38

First	Last	Email	Zip Code	Comment	Entry Date
Constance	Anais	lotuslingua@yahoo.com	93023	AMR is a horrible ambulance service! Dufus guys hired. Unprofessional! Billed wrong code. On August 19, 2021 I required transport to Community Memorial Hospital in Ojai. I had a new hip replacement four days before, during COVID, and was sent home same day as surgery with an incredible amount of opioids. I had a bowel obstruction and fainted. AMR was called and transported me to CMH and then down to CMH in Ventura. At CMH Ojai, one of the guys stayed in the ER with me, no one else present, stripped my gown off me and just stood and stared. He just stood there and gaped at me. I was so sick I could not ask, "What the hell are you doing?!" AMR basically has a converted van, a very rough ridding van. Couldn't save a life if they had to. Both of theses dufuses road up front and one looked back once on the way to Ventura and said, "Yah doin' ok?" Idiots! Next trip for broken femur Dec 16, 2023 was misbilled. Billed that I could have gotten to hospital on my own. These guys are brain dead. I had to go to Medicare and go through a whole rigmarole to get it straightened out. AMR is INCOMPETENT! A nurse told me they billed an unconscious woman, saying she didn't need an ambulance! GET RID OF THESE NUMSKULLS!	9/4/2024 13:14
Timothy	Waian	timothywaian@gmail.com	93010	I approve of a greater variety of ambulance services.	9/3/2024 21:38
Karin	Grennan	grennan4@verizon.net	93012	Because AMR is the only ambulance provider that serves this area and my husband suffered a life-threatening medical emergency, he had no choice but to be transported by AMR twice in one day within the county. Because AMR doesn't have a contract with our insurance company, Anthem, this resulted in our portion of the bill for just the ambulance rides totaling $2,409.34. My then 58-year-old husband suffered a subarachnoid hemorrhage while alone in our Camarillo home on Sept. 11, 2021. He called 911 and was taken just 3.9 miles by an AMR ambulance to St. John's Hospital Camarillo. Because that hospital didn't have the equipment and staff to diagnose and treat this urgent condition, that hospital sent him 9.6 miles to St. John's Regional Medical Center in Oxnard by an AMR ambulance the same day. He needed to be closely monitored by medical personnel in transit so there was no other option for his transport. He was experiencing a severe headache, vomiting, neck stiffness and loss of consciousness. Immediate treatment was essential to reduce the risk of death, permanent brain damage and paralysis. He spent one week in the ICU and a few more days being monitored in a telemetry unit. Because Anthem didn't have a contract with AMR and thus considered it an out-of-network provider, we were left with a $717.96 bill for the trip from home to the first hospital and a $1,691.38 bill for the hospital-to-hospital trip after Anthem paid what it determined its portion to be. Anthem covered the second trip at a lower rate saying that it was not an emergency despite the fact that doctors deemed he was in critical condition with a possible aneurysm and needed to be tested and treated immediately at the second hospital. We asked AMR to accept the $326.29 that was our coinsurance/copayment portion as payment in full. They refused. We asked Anthem to cover the remaining non-discounted amount, and they refused. We should not have been left with $2,400 in bills for medically necessary emergency transport simply because the only ambulance provider in Ventura County had not negotiated a contract with a major insurance provider. The result is that Anthem members are stuck with paying huge bills any time they need emergency transport in this area. Karin Grennan 2013 Via Montecito Camarillo, CA 93012	9/3/2024 20:09
Brian	Stachkunas	bdvjkrsm@aol.com	93004	For years I've been unable to understand the ambulance service in the City of Ventura, I cannot address the County of Ventura. What bothers me an Lifeline Ambulance service would be located on Chestnut St. in Ventura, but if an ambulance was required, for that area, an ambulance was dispatched from Loma Vista Rd. Many years ago the City of Ventura fire department purchased 4 or 5 ambulances to provide service for the City of Ventura, but they service had to discontinued. I thought the fire department had an outstanding idea, and it was a shame it was continued. The City of Ventura needs a good ambulance service with convenient locations to see the residents. I don't know if other cities share the same problem as Ventura Thank you for listening. Brian Stachkunas	9/3/2024 18:50

First	Last	Email	Zip Code	Comment	Entry Date
Jake	N/A	mmbeermoney@yahoo.com	91360	I would much rather have my tax dollars being placed into a county run EMS system instead of through a county contracted ambulance service like AMR or Falck Ambulance. Cut out the corporate middleman and put the money into the fire department or EMSA to run the ambulance service with either firefighters or single-role EMTs and Paramedics. These corporations need to make money for their shareholders which lowers the bottom line of service. Utilizing a county run service puts the money that would otherwise go to the shareholders of private corporations back into the running the ambulance service through wages, equipment, or infrastructure.	9/3/2024 18:37
Charles	Rogers	codemonkey3474@Gmail.com	91360	Emergency services should not be for-profit. You wouldn't like the idea of the Ventura County Fire Department charging you for putting out a house fire that destroys all of your property, nor would you appreciate receiving a bill from the Ventura County Sheriff's Department after enduring an act of violence, so I cannot imagine why some may consider it appropriate for an ambulance to charge people for receiving emergency medical care. At the very least, all ambulance services in the County of Ventura should accept all insurance providers within the county. No ambulance service should be able to charge residents directly for more than a few hundred dollars for a ride to the hospital.	9/3/2024 17:03
Anthony	Rainey	ibrafy12@gmail.com	93004	The RFP should include specific reporting requirements for Basic Life Support (BLS) and Advanced Life Support (ALS) data in Ventura County: Reporting Timeline: Both BLS and ALS data must be reported within 15 days following the end of the last full calendar month. Transport Data: BLS and ALS data regarding patient transport to the nearest appropriate hospital or acute care facility must be reportable within 15 days. The data should be compatible with the Ventura County GIS for easy importing. BLS and ALS data must also report instances when the geographically nearest facility could not meet the needs of a patient, and the patient was transported to the closest facility that could provide the necessary medical care is appropriate under Medi-Cal. Satisfaction Data: BLS and ALS patient and customer satisfaction data should also be reportable within 15 days in a format suitable for importing into the Ventura County GIS. On-Scene Reporting: BLS and ALS data must include instances where the transport unit or paramedic first response unit did not report "at scene" within the expected time. This information, along with the time of the next communication with the arriving ambulance, should be reported within 15 days and be compatible with Ventura County GIS. Response Downgrade Reporting: Instances where a first-responding paramedic downgraded an ALS response to a BLS response must be reported within 15 days in a format that can be easily imported into the Ventura County GIS. The emphasis across all points is on timely reporting within 15 days and ensuring compatibility with Ventura County's GIS system.	9/3/2024 12:45 PM
Javier	Sanchez	Javiern805@msn.com	93036	I want to begin to thank the county for initiating a change for our community. Having said that, I do want to express my concern for only one ambulance provider in the county. I hope two or more ambulance companies can be providers in our County. I think only one ambulance company for a county with 832,605 residents and a county the size of 1,840.8 square miles of land is not enough. AMR responded to 81,000 calls annually. Fire department dispatched 3000,000 calls last year. I think it would be in the best interest of the County to allow fire and AMR to work together and mimic Los Angeles County paramedic fire/ambulance. Having two or more ambulance companies can help decrease delays with intra facility transfers. Also can help dispatch response times. Also this can allow ambulance support with ELVO transfers, Trauma transfers ect... This will also decrease the monopoly of one entity. Please consider two or more ambulance providers,, Thanks again.	9/3/2024 12:08
Ziegler	Valeri	valeriziegler@gmail.com		I have had to call for an ambulance for my son approximately 4 times in the past 2 years and I have no complaints. They arrive quickly (I live across the street from one of their home base locations) and tend to my son and get him to the hospital. I always say, Ïf it ain't broke, don't fix it". Thank you for the hard and difficult work you all do. Sincerely, Valeri	9/3/2024 8:48

Written Public Comment on Initial Draft Ambulance Services RFP

First	Last	Email	Zip Code	Comment	Entry Date
Mary	Hansen	emzoco@verizon.net	93041	Two years ago I was taken to the hospital in an ambulance. It turned out I had a twisted bowel. The trip in the ambulance was so bumpy, and I do mean bumpy, that I sceamed an pain with each bump. My suggestion would be: Very strong struts to ensure a smooth ride.	9/3/2024 8:17
Danny	Augusta	dannyaugusta67@gmail.com	93001	It makes sense to run your own ambulances like many other municipal departments (Oxnard is currently heading that direction). Hiring young EMTs that are prospective Firefighters is a great entry level position creating a group of known individuals for hire in the future. As a retired 25 year firefighter/paramedic for a large department, I do not support or advise any service by AMR. In addition, outside agencies create a division in the care team in the field. Amr has a history of sub standard care , increased etas to scene , and over working of their employees. They are well know as the “evil empire” of EMS. Any move away from them by the County of Ventura will only improve your system.	9/3/2024 8:05
Fowler	Rachael	dcmom1988@gmail.com	93063	My mother's experience, in her own words, with AMR, the ambulance service in Simi Valley. (Attached) Sincerely, Rachael Fowler 3006 Cicero Ct, Simi Valley, CA 93063	9/2/2024 20:57
Schein	Karen	glassicgal@aol.com		I am concerned that by providing a contractor to one (and only one exclusive provider). that the public will get price gouged. We should have at least two of them. It’s unacceptable to not have at minimum two of them. Karen Schein	8/28/2024 12:21
Mich	Ayans	micheleayans@gmail.com	91359	Concern over Balance Billing unconstitutional practices under the 5th and 14th amendments to the federal constitution. Briefly, it is unfair to bill a person for transfers in an ambulance in non-emergent circumstances without due notice of the balance billing practices to the person's (victim's) surprise, specially so, where the amounts involved are woefully high, secret and undefined. The guilty parties involved are the hospitals, the insurers and the ambulance businesses. This abuse of victims must come to an end immediately. Most states have promulgated regulatory provisions to prevent the same abuse from recurring but the state of California is behind. The Ventura County has authority to promulgate similar rules and should implement them now.	8/24/2024 10:46
Barbara	Michaels	deairplane@aol.com	93012	Crime,homelessness retail inflation.	8/23/2024 19:18
Melinda	Janiro	lindyj@roadrunner.com	93066	CLOSE THE BORDER!!!!!!!!!!!!! We will not survive paying for ALL THESE PEOPLE, OUR TAX MONEY THAT SHOULD BE GOING TO OUR VETS! Please represent us.	8/23/2024 17:09
Judge David	Long (Ret.)	cdrjudgelong@gmail.com	93003	Which providers, if any, have applied. If none to date, will we get a list of the applicants before September 4th? Thank you. DWL	8/23/2024 15:54
Carol	Herrera	herreraca100@gmail.com	93010	OK I know it was the AMR just a couple blocks down from me that took me to Pleasant Valley Hospital when I needed to go there. But I need to read the RFP and see what else has been discussed in previous meetings. Thanks for providing the opportunity.	8/23/2024 15:02
Jill	Hart	jillhart90@gmail.com	93036	I have been following this process as it has spread through California and have not been impressed with the results. Just because everyone else is doing it is not a valid reason to switch the previously well-coordinated efforts first responder systems that exist in Ventura County and incur the additional costs.	8/23/2024 14:42
Korin	Johnson	korin.johnson@yahoo.com		My neighbor died right after atmospheric river Ojai Creek road closure. He should have been transported during peak rain flooding. Had to wait till rajn stopped and fallen tree Oak Knoll/Creek RD was ckeared. Died in hospital few days later. Osage Rd need to be opened sonehow to allow emergency vehicles in/out. But again it has lots of trees . ALL TREES ON ALL ROADS NEED CHECKED BEFORE, DURING, AFTER STORMS. MONSTER VEHICLES THAT CAN GO THROUGH FLOODING AND HELICOPTER AMBULANCES ARE NEEDED.	8/19/2024 20:43

VENTURA COUNTY FIRE DEPARTMENT

Dustin Gardner, Fire Chief
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Fire Chief
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Email: Dustin.Gardner@ventura.org

The Ventura County Fire Department plays a crucial role in ensuring excellent emergency ambulance service for the residents, visitors, and workforce of Ventura County. Our agency responds daily to emergencies across the County alongside the contracted ambulances and has firsthand experience with the service provided. We are uniquely positioned to offer feedback and guidance to maintain and improve the ambulance service in Ventura County. The comments included here are a preliminary list of issues with the Draft RFP.

Steering Committee:

- The committee should include representation from local fire departments. First responders' participation is essential for creating a progressive system that integrates all components of the EMS system.
- A member from the regional dispatch center should be included as a subject matter expert (SME) or a steering committee member.

Additionally, a local labor representative should be included to ensure the wages and working conditions of the workforce are not just fair and equitable, but also a source of reassurance and security for all involved.

Section 3.1 The preproposal meeting should be mandatory. It ensures that all potential bidders have a clear understanding of the RFP requirements and can ask any necessary questions. This will lead to more informed and competitive proposals. It also ensures that all bidders are aware of all expectations upfront.

Please ensure that quick launch dispatch and Emergency Medical Dispatch procedures continue to be a part of the Ventura County EMS System. These procedures are crucial as they ensure rapid response and effective coordination during emergencies. If tiered responses and BLS units are desired, they should be integrated into the system to enhance it rather than being used solely as a cost-saving measure to reduce the number of ALS units available. Any changes should be implemented gradually and closely monitored by first responder agencies, VCEMS, and the Regional Dispatch Center.

Please ensure that all 911 emergency medical response requests are directed through the PSAPs. The current RFP includes the provider's seven-digit line as an option for requesting emergency ambulance response. This bypasses the closest unit dispatch system, erodes proper system status management, causes delays in the dispatch process, leads to data inaccuracies, and could result in the reduction or elimination of first responder fire department resources. It also leads to public confusion and the inherent right to access emergency services in California through 911.

The successful bidder shall contract with Ventura County Fire Regional Dispatch Center, which will serve as the primary dispatch center for all emergency ambulance services. This partnership is crucial for efficient and coordinated emergency response. The fee structure will be based on a market average of comparable regional dispatch centers, ensuring that the successful bidder receives a fair contract while maintaining cost-effectiveness for the County. This approach is transparent and equitable. The draft RFP significantly underestimated the cost of contracted dispatch services, giving bidders an unrealistic expectation of the cost associated with the dispatch services contract.

If First Responder ALS is going to extend the response time clock, then the winning bidder shall have agreements with the First Responder ALS providers. These providers play a crucial role in ensuring timely and effective response during emergencies, and their responsibilities should be clearly defined in the RFP.

Listed FRALS contract costs in the draft RFP are significantly underestimated, and the efforts of Oxnard and Fillmore Fire Departments FRALS need to be recognized. The fee should be based on a similar methodology used to establish a dispatch fee. If FRALS Time Extensions are going to be included they need to be expressly stated.

Response Times – Should maintain current response time criteria.

- Response times are based on when the unit was assigned and when it arrived at the incident location.
- Urban- 90% in 8 minutes. Penalties start after 10.
- Suburban- 90% in 12 minutes. Penalties begin after 15.
- Rural- 90% in 20 minutes. Penalties begin after 30 minutes.
- Remote- ASAP

One EOA w/ 10 sub-zones

- If one EOA and 10 Sub-Zones, each sub-zone needs a monthly 90% compliance benchmark.
- RFP needs to clearly articulate if/when/how non-compliance in a sub-zone constitutes a breach of contract.
- Ten subzones, done correctly, could provide better individual EAO coverage. If not managed correctly, they will result in areas with lower call volume having a higher level of coverage to protect response compliance ratings. This contradicts the goal of creating a system with equality across the County.
- However, as written in the current RFP, they are inconsistent, do not provide equity, and, in some instances, degrade the service to some of the County's poorest and most underrepresented communities.
    - The four subzones outlined in the current RFP will further expand this problem and should be eliminated or better defined.

Transport Unit Level 0 and -1.

- A system operating at level zero should be rare and avoided. This means there is no ambulance available within the entire system to transport a patient to the hospital.
    - The RFP, as written, introduces a new, even lower level of coverage with a new -1 condition.
    - Liquidated damages should start well before level -1 and be impactful enough to discourage any provider from staffing on the thinnest margin possible. This will only maximize profits and reduce service to our communities. It should be removed or amended.

Mutual-Aid Contracts—The draft RFP states that the successful bidder "shall" have a mutual aid agreement. No public agency can be forced to have a mutual aid contract.

Level of Care - Section (2.4)

- Ventura County does not have Critical Care Paramedics (CCP) or a policy designating the scope or regulation of CCP.
- Section 2.5.E lists IFTs at the CCP level as included. Section 2.4 states that critical care IFTs are not included in the scope. The RFP needs Clarification.
- Section 7.F.(j) references CCPs taking calls at the Critical Care RN level and that contractors list how many CCPs they will train annually.
- CCP should not be used to replace Critical Care RNs.

Administrative Positions

- Clinical Managers (or other administrative roles) do not need ICS 300/400.
- They will not and do not fill Command and General Staff roles in emergency incidents. Nor do they participate in primary response roles at the County EOC or City DOCs.
- This "requirement" needs to be eliminated.

Vehicle Requirements

- All units shall have AVL tracking linked to the regional CAD system to ensure the closest unit dispatch.
- Section 2.15 at the top of page 20 is a non-starter for a fire agency ambulance system under Civil Code section 3273.
    - The branding and logos should be consistent with agency apparatus.
    - No "Ventura County Emergency Medical Services" decal on the transport ambulance.
    - VCEMS is a regulatory body, not a response agency. However, its decal on the side of an ambulance leads the public to believe VCEMSA is the provider.
- Any DOT and CHP-approved ambulance can be used.
    - The current RFP states Type III ambulance only.
        - This is unneeded and arbitrary and could preclude LAFD from providing coverage into Bell Canyon. Again as written could lead to a decreased level of service.

Exemptions – Section 2.7

- "The LEMSA, *in its sole discretion*, may grant exemptions to response-time performance requirements stated herein for declared multi-casualty incidents, disaster events, *or other situations*."
- This creates a lack of transparency in the exemption process.
- Keeps Unusual System Overload as an exemption.
    - Listed as 200% of the historical countywide average for the day of week and time of day
    - An average calculated on previous years' call volume data for the time of day only (simplifies) and only if the provider is fully staffed.

Liquidated Damage Relief should be eliminated.

- As written in the RFP, up to 100% of liquidated damages can be forgiven based on the Clinical Report Card score.
- Clinical Report Card score primarily complies with basic policy requirements and should not create a method to subsidize poor performance.

Contract Extension Process

- As the RFP is written, the LEMSA Approves the contract extension without BOS input and no identifiable (EMCC, EMS Advisory Committee, etc.) input.
    - This could create a situation where one person oversees the entire system without input from others (including BOS, HCA, etc.).
    - It is also silent on the role of the EMCC and the EMS Advisory Committee and their oversight responsibilities. The California EMS ACT clearly defines the EMCC's roles and responsibilities and their appointment by the Board of Supervisors.

Competitive Bidding

- As written, the RFP reduces competitive bidding, limits competition, and appears not to be in alignment with standard County procurement procedures.
- In the RFP, as currently written, no Fire Departments in Ventura County would qualify based on minimum qualifications as an ambulance provider for 250k population in a contiguous area. This could limit the pool of bidders and raise concerns about the fairness of the selection process. It's important that the RFP clarifies whether any FD would qualify as a bidder through sub-contractor experience and how Alliance Model partner agencies would meet minimum qualifications and requirements. It also needs to be clarified whether any FD would qualify through sub-contractor experience.
- Language asking for "…contracts entered into by the [bidding] organization… of this RFP with similar counties to Ventura during the past five years regarding ALS pre-hospital delivery of services (e.g., 911, interfacility, combined)…"
    - This makes it appear that only non-FD providers are encouraged to apply.
- Fire Departments typically do not have contracts to perform IFTs or consistent large-scale 911 response outside their jurisdiction(s).

        - Again, this makes it appear that only current ambulance providers are encouraged to apply.
    - Section 7.E.11 requires references from five different EMS regulatory agencies. It needs to be removed. Only medium—to large private ambulance companies would qualify. It also disqualifies bidders not already operating in five other counties.
    - As written, the RFP limits potential bidders to one or possibly two of the largest providers in the Country. This does not appear to increase competition, improve the quality of the system, or promote improvement.

Labor

- Labor organizations cover public and Private EMTs and Paramedics.
- Labor organizations negotiate wages and working conditions.
- The RFP's requirements do not acknowledge the role of labor organizations vs. provider agencies and attempt to regulate working conditions through an RFP.
- No schedule should be manadated by the RFP.

Business License requirement

- Section 4.15, page 33, requires the "successful Bidder and its subcontractors" to maintain a Ventura County Business License.
- Though this is a way to vet and preapprove the subcontractor, VCFD has the authority to provide EMS and thus does not require a business license.

Selection of Response.

- Section 8.1, page 56, provides that only the winning bid proposal is forwarded to the BOS for consideration.
- Consider providing the BOS with a summary of all bids so they can make an informed decision.
- The RFP is internally inconsistent about BOS authority and criteria for contractor selection—stating "best value" and also "highest score"—but not necessarily the lowest cost. Suggest the BOS be very specific in making its determination and direction to the LEMSA and RFP consultant about what it wants to see and the bases it will use in its discretion to decide to award the contract.
- In section 8.1.C, page 57, there is a provision for a closed presentation and consideration process.
    - Consider videotaping the following: orientation and instructions to the Evaluation Committee, presentations by and questions to all bidders, the Evaluation Committee's deliberations, and the brief from the Evaluation Committee with their individual scores, concerns, and the committee recommendations that ultimately went to the Board of Supervisors (BOS). The videotapes should be posted on the County procurement website for public review after the BOS awards them.

The Evaluation Committee's roles should be clearly defined. The County of Sonoma outlined a fair and equitable process for seating an evaluation committee and clearly defined its roles.

As a point of attention to detail, data from the published VCEMSA Annual Reports and the data provided in the RFP do not match and are inconsistent. To give potential bidders who do not have historical data a fair chance, the data should match and be readily available.

Thank you in advance for your consideration,

Dustin Gardner
Fire Chief
Ventura County Fire Department

VENTURA COUNTY
FIRE CHIEFS
ASSOCIATION

The Ventura County Fire Chief's Association (VCFCA) represents the collective leadership of the region's sworn public safety fire partners. As agencies responsible for the rapid and efficient response and mitigation of the region's fire, rescue, and emergency services, we understand the critical role of the Fire Service in the Emergency Medical Services (EMS) system. Our members' expertise and experience are vital to the success of this system.

The public trusts the region's fire agencies with essential life safety services. As the stewards of this trust, our interest in this public comment is to ensure that the request for bid of ambulance and related emergency medical services results in the delivery of the highest level of clinical care while providing superior ambulance service response times.

The current Request for Proposal (RFP) process was intended to introduce innovation and system enhancements into a 50-year-old, stagnating ambulance delivery model. As stakeholders, the VCFCA was optimistic about the potential for improved service and patient outcomes through reimagined system designs. However, the RFP, developed over a 4-year process, failed to meet this goal.

In a board letter dated March 23rd, 2020, Ventura County Health Care Agency (HCA) staff committed to partnering with all stakeholders, including Fire Departments, to achieve an enhanced, next-level system design.

To achieve these shared goals, a review team comprising multidisciplinary stakeholders was supposed to be assembled for regular meetings to assess the system and develop recommendations for a long-term sustainable strategy for ambulance services. As far as the VCFCA knows, this RFP steering committee was either never convened or failed to include representation from the region's fire service labor and leadership. It was only after the hiring of a third-party consultant that any fire agency stakeholder engagement was requested. Furthermore, this engagement was severely limited, consisting of a one-hour-long joint fire service labor and leadership meeting followed by a brief consultant ride along with some agencies. Additional engagement consisted of brief agency-level teleconferences to capture previously unavailable staff.

Consistent, regular fire service stakeholder engagement for ongoing input never materialized, and it is unknown if this was even a mandate of the consultant by the HCA or Local EMS agency (LEMSA). The resulting RFP was developed without the input of the county's largest single body of EMS providers, resulting in a flawed, foundationally unsound ideology that demands significant revision. In its current form, the RFP will struggle to maintain even the status quo, notwithstanding its mandate to deliver an improved, equitable EMS system.

Developed in this vacuum, the RFP is currently littered with inconsistent language related to ambulance contract compliance, confusing performance metrics that create inherent statistical bias, conflicting contract language that contradicts county procurement policy, and introduces layers of system design flaws that will result in operational artifice of the performance standards. These and many more issues not listed in this public comment could have been avoided if the fire service's collective expertise and operational knowledge had been included in the RFP development.

Finally, the RFP in its current form structurally disadvantages non-incumbent bidders, particularly the fire service. Demands within the RFP and the related bid scoring matrix are crafted specifically for and to the advantage of a 3rd party, non-fire-based provider. This is evidenced by the RFP's requirements on organizational structure, shift deployment requirements, and specific terminology used to describe services unique to the private ambulance industry. The specific pre-requisite EMS experience that places value only on transport with large populations serves to reduce competition and devalues the significant, 100-year service history of the local fire agencies within Ventura County.

In conclusion, the VCFCA believes the RFP favors the incumbent provider, reducing fair competition for Fire and outside 3rd-party bidders. This situation is urgent and needs to be addressed. In its current form, the RFP requires a major structural overhaul to meet the intended goals of a fair, equitable, and innovative EMS system. As the public safety net provider of emergency medical services for Ventura County, the VCFCA recommends significant revision to all aspects of the RFP, including fire service labor and leadership input, from its inception.

Thank you for your consideration,

John Spykerman, President Ventura County Fire Chiefs Association

CITY OF
OXNARD
CALIFORNIA

Fire Department

Alexander Hamilton, Fire Chief

September 11, 2024

VIA ELECTRONIC MAIL
Ventura County Executive Office
Ventura County Government Center
Hall of Administration Building, Fourth Floor
800 S. Victoria Ave.
Ventura, CA 93009-1940
AmbulanceRFP@ventura.org

RE: City of Oxnard's Written Comments on County of Ventura Draft Request for Proposal No. 6166 for Exclusive Operator of Emergency Ambulance Service in Ventura County ("Ambulance RFP")

Dear Ventura County Executive Office

The City of Oxnard ("Oxnard") greatly appreciates the opportunity to provide oral and written comments regarding the draft Ambulance RFP.

Oxnard has several concerns regarding the draft Ambulance RFP, including the proposed redesign of the EMS system, proposed performance requirements and monitoring, accuracy of information in the draft Ambulance RFP, and legal and procedural aspects of the procurement.

Appended to this letter are Oxnard's written comments, which are in addition to my oral comments at the Ambulance RFP Listening Session on September 4, 2024.

At the Ambulance RFP Listening Session, you requested that stakeholders submit written comments divided in two sections: (1) problems in the draft Ambulance RFP that must be addressed; and (2) Oxnard's recommended revisions and changes to the draft Ambulance RFP. Please note that some of Oxnard's recommended revisions and changes appear in the first section of its comments because they represent potential solutions to identified problems and placing them in context made the most sense.

Please let me know if you have any questions.

Sincerely,

Alexander Hamilton
Fire Chief, Oxnard Fire Department

CITY OF OXNARD CALIFORNIA

Fire Department
Alexander Hamilton, Fire Chief

September 11, 2024

CITY OF OXNARD'S WRITTEN COMMENTS REGARDING VENTURA COUNTY'S INITIAL DRAFT RFP FOR EXCLUSIVE AMBULANCE SERVICES

I. PROBLEMS WITH THE EXISTING DRAFT RFP

A. New Response Time Standard:

- Aggregates the entire county into one 90% standard
- Although the RFP introduces individually measured subzones and geographic zones, any benefit of this methodology is rendered useless through several loopholes
  - Subzones and Geographic zones only contribute to liquidated damages and do not affect breach of contract conditions on their own **(RFP § 2.7(A), p. 13 & § 2.5(B), p. 10.)**
  - Failure to meet response time standards for non-emergency calls does not result in liquidated damages or, potentially, breach of contract **(RFP § 2.7(A), p. 13.)**
  - The amounts of time that triggers per-call liquidated damages for individual responses are too large (200% of the response time for Codes A, B and Non-Code A; 20 minutes for Code C and Non-Codes B, C) **(RFP §§ 2.5(C), (D) & Table 1, pp. 10, 12.)**
  - Each geographic zone is anchored by a population center where resources can be stacked, predictively, to achieve 90% while underserving the surrounding area **(RFP § 2.5(B), p. 9.)**
  - Monetary penalties can be completely forgiven utilizing new "clinical scorecard" **(RFP § 2.11. p. 18.)**
  - Expansion of "time corrections" and "exemptions" **(RFP § 2.7(E), pp. 14-16)**
    - Gives VCEMSA the ability to forgive and remove non-compliant calls
      - Reduces late call denominator, making each on time call carry more weight
    - VCEMSA can grant exemption or correction for *"other case by case situations as requested"* with no guidelines or oversight

Emergency Calls Outside of the 911 System

- The RFP purports to grant exclusive rights for all responses and ground transports "[m]ade in response to requests for emergency ambulance service made directly to the ambulance provider from a seven-digit telephone call without going through an authorized 9-1-1/PSAP." **(RFP § 2.1, p. 8.)**

- Allowing the provider to directly receive and process calls for EMS and emergency ambulance services through a seven-digit telephone number threatens to splinter the 911 system
    - Emergency calls outside of the 911 system:
        - Will not show up on the CAD or records of Ventura County Fire Protection District's Regional FCC
        - Will be outside of system status management
        - Will not be subject to emergency medical dispatching (EMD) or MPDS prioritization by Ventura County Fire Protection District's Regional FCC
        - Will not be subject to the same level of CQI review as 911 emergency calls, and will likely be subject to CQI review as an interfacility call
        - Will not result in the dispatch of public safety resources (fire and police), which are necessary to maintain the safety and security of patients and responders at the scene of an emergency and, potentially, investigate criminal activity associated with the emergency
    - This effectively allows for a two-tier EMS and ambulance system, where one tier is subject to public safety and local EMS agency oversight, and another tier with no, or no meaningful, oversight
- Allowing the provider to directly receive and process calls for EMS and emergency ambulance services through a seven-digit telephone number violates SB 438 because such practices:
    - Exclude some emergency medical and ambulance services from the 911 system (Gov. Code § 53110(a).)
    - Limit, supplant, prohibit, or otherwise alter the authority of Ventura County Fire Protection District's Regional FCC to directly receive and process requests for assistance originating within the public safety agency's territorial jurisdiction through the emergency "911" system (Health & Safety Code § 1798.8(a)(1).)
    - Unilaterally prevent public safety responses (Health & Safety Code § 1798.8(a)(1).)

B. <u>Geographic Zones</u>

- The RFP creates new geographic response zones that are inconsistent with the stated purpose of those zones
    - "To ensure equity within each time standard, there are geographic zones to ensure one community is not receiving a substantially lower compliance than other areas." **(RFP § 2.5(B), p. 10 & § 2.7(I). p. 16.)**
        - The RFP does not explain how the geographic response zones were developed or how they will "ensure equity" within communities or between communities.

        - The geographic response zones do not account for population size, population density, and ambulance call volume, which must be considered to ensure equitable services and service delivery
        - For example, it is easier to achieve 90% compliance rates in areas with higher call volume than in areas with lower call volume
        - Compliance is calculated by dividing the number of on-time calls (the numerator) by the total number of calls (the denominator)
        - In high call volume areas, providers can have a significant number of delayed responses and still achieve 90% compliance because the number of on-time calls and total number of calls is so high
        - But in low call volume areas, providers need fewer delayed responses to achieve 90% compliance because the number of on-time calls and total number of calls is much lower
        - As a result, providers are incentivized to devote resources to low call volume areas because each delayed response in those areas harms the providers' compliance rate more than each delayed response in a high call volume area.
        - But each delayed response is a patient with loved ones and areas with higher populations and call volumes are usually more socioeconomically disadvantaged
        - Ensuring equity therefore requires consideration of population and call volume so that each patient is treated equally in the system design.
    - The geographic response zones do not conform to existing communities, including splitting up Oxnard into new geographic zones C & D and Thousand Oaks into new geographic zones F & G **(RFP Attach. 2, P. 70)**
    - The geographic response zones appear inconsistent with the Ventura County Base Hospital and Trauma System Catchment Areas

C. **Response Time Subzones (Page 10, B)**

- The RFP creates four subzones based on "ambulance call density" for purposes of response time standards (**RFP § 2.5(B), p. 10 & Attachment 2, p. 71)**
    - There is no explanation of how call density is used to categorize an area into each subzone
    - For example, call density is significantly greater in certain areas of in Oxnard and Ventura City than in Camarillo or Thousand Oaks, but they are all treated as "urban"
- The four subzones are "designated as urban/high call density (A), suburban/moderate call density (B), rural/lower call density (C), and remote/minimal call density (D)" for purposes of response time standards (**RFP § 2.5(B), p. 10 & Attachment 2, p. 71)**
    - This is misleading because the subzones are not based on factors that ordinarily define urban, suburban, rural, and wilderness/remote such as

population size and density; rather, the subzones are based solely on "ambulance call density"
    - The map on page 71 designates certain areas in urban Oxnard and urban Ventura City as subzone D "Remote" areas, and thus, not subject to any response time standards or maximum response times, even though those areas are in urban areas as defined by official government publications
- Call density by itself is not a sufficient factor to establish response zones
    - There can be significant seasonal and even daily call density variation between urban and suburban locations based on weather, weekends, and holidays. See Dolney, Tim & Sheridan, Scott. (2006). The relationship between extreme heat and ambulance response calls for the city of Toronto, Ontario, Canada. Environmental research. 101. 94-103. 10.1016/j.envres.2005.08.008.
- The four subzones do not account for local conditions
    - The map on page 71 designates certain stretches of Tierra Rejada Road as subzone D "Remote" areas, and thus, not subject to any response time standards or maximum response times, even though it is a commonly traveled road between Moorpark and Simi valley with a considerable number of vehicle collisions
- The four subzones do not account for socioeconomically disadvantaged and vulnerable populations
    - The map on page 71 designates certain areas in urban Oxnard and as subzone D "Remote" areas, even though those areas have large concentrations of temporary unhoused populations
    - The map on page 71 designates certain areas in and around Saticoy and as subzone D "Remote" areas, even though those areas have socioeconomically challenged, primarily Latino areas
    - Absent consideration of socioeconomic factors, the EOA's subzones are inconsistent with Health & Safety Code sections 1797.85 and 1797.224, which "contemplate[] a regulatory 'deal' in which an exclusive operator receives protection from competition in profitable, populous areas of a county in exchange for the obligation to serve unprofitable, sparsely populated areas." (*Redwood Empire Life Support v. County of Sonoma* (9th Cir. 1999) 190 F.3d 949, 954.)
    - Any subzones or geographic zones created as a part of this EOA must be based on an evaluation of socioeconomically disadvantaged and vulnerable regions in evaluation of response times and care delivery.

D. Call Downgrades and Upgrades:

- Requirements for downgraded calls are confusing or exempt calls from response time standards (**RFP § 2.7(B)(2)(a), (b), p. 14)**

- The RFP is unclear which response time standard or maximum response time applies if the call is downgraded after the unit has exceeded the response time standard or maximum response time.
  - The CODE A-D response time standard or maximum response time must apply if the unit is downgraded after the unit has exceed the standard or maximum.
- The RFP exempts calls from response time standard measurement when they are downgraded before the unit has exceeded the response time standard or maximum response time.
  - As drafted, RFP § 2.7(B)(2)(b) provides that if a unit is downgraded from a CODE A-D response to a NON-CODE A-D response, before the unit has exceeded the response time standard or maximum response time, "the call will be treated as non-emergency. The total call time shall not exceed the non-emergency standard."
  - This must be changed to provide that if a unit is downgraded before the unit has exceeded the applicable CODE A-D response time standard or maximum response time, the unit will be subject to the newly-assigned NON-CODE A-D response time standard *and* maximum response time.

- Upgrading calls from NON-CODE A-D to CODE A-D resets the response clock and applies *new and additional* response time standards and maximums at the time of the upgrade, provided that the total call time cannot exceed the originally-assigned NON-CODE A-D response time standard **(RFP § 2.7(B)(1), pp. 13-14)**
  - Affording ambulance units *new and additional* response time standards and maximums creates the potential for ***extreme delays*** for emergent patients
    - Example: assume a call is dispatched as an non-emergency response to an urban location (NON-CODE A), and is upgraded to an emergency response to an urban location (CODE A) after 7.5 minutes:
      - The ambulance unit would get a new 8-minute response time starting at 7.5 minutes into the call; and
      - The unit would be late if it fails to respond within: (a) 15.5 minutes (6 minutes + the new 8-minute CODE A response time); or (b) 15 minutes (the original 15-minute NON-CODE A response time standard)
      - As such, the ambulance would not be late if it arrives at 15 minutes, even though the patient was emergent and would have been subject to an 8-minute standard
    - Thus, a 15-minute response to a call subject to an 8-minute standard would be considered "compliant"
  - The additional time will also result in longer on-scene times for first responder paramedic resources

E. Integration of BLS ambulances

- Integration of BLS ambulances (i.e., EMT-only units) for emergency and non-emergency responses will result in *extreme delays* for patients and on-scene first responders **(RFP § 2.5(C), (D), pp. 11-12)**
  - A NON-CODE response is "any call that does not require lights and siren but must have a response due to a presumption of an urgent, but non-life-threatening, medical condition"
  - If an "ALS provider" determines that a patient does not require an ALS transport, then the unit may request a BLS unit transport the patient, subject to the applicable NON-CODE A-D response time standard or maximum response time, measured from the time when the BLS unit is requested.
  - Example: assume a call is dispatched as an emergency response to a suburban location (CODE B), with 20-minute response time standard and a maximum response time of 40 minutes
    - If the ALS ambulance unit arrives at 19 minutes and determines that an ALS response is not necessary at 21 minutes, then a BLS unit is dispatched as a non-emergency response to a suburban location (NON-CODE B), with a new 25-minute response time standard and a maximum response time of 45 minutes
    - If the BLS unit arrives at 23 minutes after it is dispatched, then the call is considered "compliant," even though the patient and on-scene first responders will have waited a *total of 42 minutes* for the BLS ambulance to arrive
- The RFP allows for the eventual introduction of "tiered-response" using ALS and BLS ambulances without clearly indicating the change in system design.

F. Level 0/-1 conditions are inconsequential

- The RFP provides for meaningless liquidated damages for so-called "Level -1" events **(RFP § 2.7(F), p. 16)**
  - "The Contractor will provide the necessary staffing to avoid having no ambulances available, known as 'Level 0.' If the Contractor drops below Level 0, that is, there is a pending call without an ambulance going enroute within two (2) minutes, this is defined as 'Level -1.' There is a liquidated damage for falling to Level -1."
  - In other words:
    - the Contractor must always sufficient, staffed ambulances staffed so that at least one is available to respond to a call, but
    - liquidated damages of $2,500 per call do not get triggered unless the Contractor has zero (0) ambulances available to respond to the call for two (2) minutes

- And, a response from an ambulance from the other side of the County means no Level 0 event or Level -1 financial penalty, regardless of how late that ambulance responds
- If the County wants to avoid Level 0 events, the financial penalties should be triggered by the Level 0 event

G. Transparency and Accountability Issues:

- RFP is silent on specific methods for implementation of:
  - Clinical CQI oversight
  - Response time/Compliance Oversight
  - Stakeholder engagement or management of stakeholder complaints
- The only prescribed accountability measure is "Patient Surveys" **(RFP § 2.9, p. 17.)**

H. Incomplete and/or Erroneous EMS Data

- The RFP's EMS data must be updated and accurate because it forms the basis of the proposer's financial and operational models **(RFP Attachment 1, pp. 68-69.)**
  - Attachment 1 purports to report data for transports for a single contractor in a countywide EOA. This is not accurate; there are two contractors that operate in 7 EOAs
  - Figure 1 (EMS ground responses and transports)
    - Reports data from 2018 through "2023YTD." This data should be updated through the present.
    - The number of transports for 2022 (48,303) is inconsistent with VCEMSA's 2022 Annual Report, which reports a different number of transports for 2022 (59,036)
    - Figure 1 reports the emergency responses and transports volumes for 911 calls, but does not include emergency responses and transports pursuant to calls made directly to the provider (so called "7 digit" calls), even though such responses and transports will be part of the new EOA
  - The RFP does not include any figures for ALS interfacility transport volumes, even though ALS interfacility transports will be part of the new EOA
  - Figure 3 (Ventura County Payor Mix) reports the countywide payor mix, based on the existing provider's data
    - This chart collects the payor mix for 2019 through 2022. It should span the same time period as Figure 1.
    - The chart includes numbers from five payor categories. The "other" category should be defined.
    - The provider supplied payor mix data in the Ambulance RFP appears drastically inconsistent with the payor mix data previously reported by VCEMS

- In the Ventura County EMS System Assessment Report dated November 12, 2019, VCEMS consultant Page Wolfberg, & Wirth reported that Commercial payors accounted for 13% of all payors in 2018.
- In Attachment 1, Figure 3 reports that Commercial payors accounted for 10.9% of all payors in 2019.
- A 3% year-over-year decrease in Commercial payors is very unusual and raises questions about the accuracy of the payor mix data.

- It is crucial that the EMS data in Attachment 1 be up-to-date and accurate
  - Proposers will use that data to develop their deployment plans, 5-year budgets, and ultimately, their proposed patient charges.
  - Inaccurate data could lead proposers to develop financially unsustainable budgets.
  - Inaccurate also affords the incumbent contractor(s) an unfair advantage in that they can develop their proposed plans, budgets, and pricing on accurate payor mix data.

I. Conflicting "Basis of Award" Provisions within the Ambulance RFP

- The RFP contains apparently conflicting basis of award provisions.
  - RFP § 3.5 (p. 26) provides that the Evaluation Committee "will recommend an award based on the highest-scoring Bidder. A Notice of Intent to Award will be issued prior to contract negotiations. The Board of Supervisors will officially decide to select or reject the negotiated Contract."
  - RFP § 3.15 (p. 29) states: " Award will be by means of a written agreement with the highest scoring Bidder. A Notice of Intent to Award will be sent to the highest scoring Bidder. Award is contingent upon the successful negotiation of final contract terms."
  - RFP § 4.1(A) (p. 30) states: "The County reserves the right, at its sole discretion, . . . to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not confined to cost alone."
  - RFP § 8.1(A) (p. 56) states: "Award will be made to highest scoring Bidder as it provides the best value to the County."
  - RFP § 8.1(A) (p. 56) states: "The County shall not be obligated to accept the lowest cost response. The County reserves the right, at its sole discretion, . . . to make an award on the basis of suitability, quality of service(s) to be supplied, their conformity with the specifications and for the purposes for which they are required, and not confined to cost alone."
- Ambiguous and/or conflicting basis of award provisions will almost certainly result in bid protests and, possibly, litigation.

- These provisions must be reconciled with each other, as well as with the County's existing procurement policies (see below).

J. <u>The Ambulance RFP Conflicts with the County's Existing Procurement Policies</u>

- The RFP's "basis of award" provisions, above, are inconsistent with the following County procurement policies:
  - County GSA Procurement Services' Internal Policies & Procedures Manual (2021) ("GSA Manual") at p. 38: "Award shall be made to the responsible offer or whose proposal is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation."
- Some of the RFP's provisions are inconsistent with, or misleadingly fail to fully explain, the Board's power over contract awards
  - RFP provisions on the Board's role:
    - RFP § 3.5 (p. 26): "The Board of Supervisors will officially decide to select or reject the negotiated Contract."
    - RFP § 3.15 (p. 29): " Award will be by means of a written agreement with the highest scoring Bidder. A Notice of Intent to Award will be sent to the highest scoring Bidder. Award is contingent upon the successful negotiation of final contract terms."
    - RFP § 8.1(A) (p. 56), which states: "Award will be made to highest scoring Bidder as it provides the best value to the County."
  - Conflict with the following:
    - County Administrative Manual, Chapter VI, Section 1, which provides that the County Board of Supervisors: (1) is solely vested with the power to bind the County to contracts for services; (2) is required by law to make policy decisions on what services, materials and/or equipment are needed for the County, the conditions of acquisition and the cost; and (3) must approve all contracts over $200,000 prior to execution
    - GSA Manual at 16: "Per the Government code and County Ordinance #4084, approval of the Board of Supervisors is required for services when the aggregate cost exceeds $200,000."
- RFP § 8.1(A) (p. 56), is ambiguous and because it uses the undefined phrase "best value," which has a different and inconsistent meaning under the GSA Manual
  - RFP § 8.1(A) (p. 56): "Award will be made to highest scoring Bidder as it provides the best value to the County."
  - GSA Manual at 17: A 'Best Value' procurement is a method that emphasizes value over price. The best value might not be the lowest cost. An assessment of the return that can be achieved based on the total cost of ownership of the item; may include an analysis of the functionality of the item; can use cost-

benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the procured item."

- "Best Value" procurements are exceptions to competitive process solicitations that require staff to prepare a Request to Waive Bidding Requirement that "clearly defines the best value – items to include vendor name, part number, reasons why this constitutes a best value."

- The Ambulance RFP's bid protest procedures (RFP § 8.8) conflict with the County's regular bid protest procedures (GSA Manual at pp.49-50)
  - The Ambulance RFP provides for only one level of protest to the County Chief Procurement Officer, while the GSA Manual allows for an appeal of the County Chief Procurement Officer's decision to the GSA Director
  - The Ambulance RFP procedures do not allow protestors to submit evidence, while the GSA Manual requires the submission of relevant evidence
  - The Ambulance RFP procedures are silent on whether a protest temporarily halts the award process, while the GSA Manual specifies that the filing of a protest halts the award process "unless the Purchasing Agent makes a determination that the award of the contract without delay is necessary to protect substantial interests of the County."
  - Ambulance RFP § 8.7 makes attendance at a one-hour debriefing conference a mandatory requirement before making a post-award bid protest, while the GSA Manual has no such requirement.
- County should follow its own, established procurement policies and procedures and delete conflicting procedures from the RFP
  - Health & Safety Code §§ 1797.85, 1797.224 and EMSA regulations are silent on the procedures for competitive processes to award an EOA contract under those statutes.
  - Absent controlling state law, the County's default procurement policies and procedures apply and County must follow them. (*Gregory v. State Bd. of Control* (1999) 73 Cal.App.4th 584, 595 ["A public entity has a ministerial duty to comply with its own rules and regulations where they are valid and unambiguous."].)
  - Additionally, County staff are familiar with the County's default procurement policies and procedures and, thus, following them should reduce the likelihood of procurement errors

K. Anticompetitive Minimum Qualifications Requirements

- "[C]ompetitive bidding requirements 'necessarily imply equal opportunities to all whose interests or inclinations may impel them to compete at the bidding.'" (*Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 173.) Courts will invalidate bid specifications or contract awards where the specifications have "the anticompetitive effect of excluding from the project, or denying equal opportunity to, any categories of potential bidders." (*Associated Builders & Contractors, Inc. v. San*

Francisco Airports Com. (1999) 21 Cal.4th 352, 366; *Baldwin-Lima-Hamilton Corp. v. Superior Court of San Francisco* (1962) 208 Cal.App.2d 803, 821, 823 [bid specifications "must be sufficiently detailed, definite and precise so as to provide a basis for full and fair competitive bidding upon a common standard and must be free of any restrictions tending to stifle competition" and contract awards made "pursuant to specifications which are illegal and invalid and which fail to provide for full and fair competitive bidding" will be set aside by courts].)

- Furthermore, the County's well-established procurement policies, which it must follow, are to "develop maximum competition for all" procurements; develop bid "specifications to ensure maximum competition," and monitor bid specifications "to ensure that they are not restrictive." (GSA Manual at p. 14.)
- The Ambulance RFP's minimum qualifications require proposers to show:
    - "Demonstrated experience as an ALS ambulance service provider to populations over 250,000 residents or equivalent experience in a single contiguous area." (RFP § 7(F)(a)(3)(a), Form 2)
    - "Describe historical experience with response-time standards in an area with small to moderate-sized population centers separated by sparsely populated unincorporated areas. The population may be in multiple political jurisdictions which may include cities, counties, states or other jurisdictions." (RFP § 7(F)(a)(3)(b).)
    - "Demonstrated experience providing 9-1-1 ambulance service at the ALS level." (RFP § 7(F)(a)(3)(c).)
    - "Demonstrated expertise in system management, vehicle maintenance, and billing/accounts receivable management." (RFP § 7(F)(a)(3)(f).)
- These minimum qualification requirements are unduly restrictive because they limit the pool of potential proposers, and are thus likely invalid, because only 2, possibly 3, ambulance companies in the United States could satisfy these requirements
    - Only the largest companies perform their own vehicle maintenance and billing/accounts receivable management. Mid-size companies and public agencies tend to subcontract out for these services.
    - Orange County's contract provider would not satisfy these requirements because it provides ambulance services at the BLS level, even though it is a subsidiary of the largest ambulance company in the world
    - The court in *Cal. Fire Chiefs. Assn., Inc. v. Emergency Med. Svcs. Auth. et al.* (Super. Ct. Alameda County, 2018, No.: RG18890846), invalidated certain provisions of a local EMS agency's request for proposals as anticompetitive because they denied a fire agency equal opportunity to submit a bid by prohibiting it from submitting a so-called "Alliance Model" bid and requiring it to employ all "Key Personnel" described in the solicitation.
- County should amend these provisions to maximize competition and enlarge the potential pool of proposals by:

  - Allowing proposers to satisfy the minimum qualifications through a demonstration of "experience, capability, or both."
  - Allowing proposers to rely on subcontractors to satisfy the minimum qualification requirements
  - These two changes remove barriers to mid-size companies' and public agencies' participation in the procurement.
- Furthermore, Form 2 does not include all of the minimum qualifications requirements in RFP § 7(F)(a)(3), and should be amended to include all such requirements.

L. <u>Confusing and Ambiguous Evaluation Criteria</u>

- The Ambulance RFP is confusing and ambiguous because it establishes mandatory contents for proposals and applicable evaluation criteria, but the mandatory contents and evaluation criteria do not match
  - RFP § 7 (pp. 38-56) establishes mandatory content requirements for proposals in *fifteen (15) categories*
  - RFP § 8.4(D) & (E) (pp. 57-59) indicates how proposals will be scored and weighted across *twelve (12) categories*, without a cross reference to specific sections or subsections of the Ambulance RFP
- Furthermore, RFP § 7 (pp. 38-56) RFP § 8.4(D) & (E) (pp. 57-59) does not specify the relationship between the scored elements of proposals and other provisions of the Ambulance RFP.
- These ambiguities could be grounds for invalidation of specifications or contract award because they are not "sufficiently detailed, definite and precise" and force proposers to question the solicitation's clear language. *(Baldwin-Lima-Hamilton Corp., supra,* 208 Cal.App.2d at 821; *Konica Business Machs. U. S. A. v. Regents of Univ. of Cal.* (1988) 206 Cal.App.3d 449, 457 [invalidating contract award where bis specifications left "bidders in the unfair position of having to guess what will satisfy the [awarding agency's] needs"].)

II. RECOMMENDED CHANGES AND ADDITIONS TO THE RFP

A. <u>Proposed Revisions in Section I</u>

- Certain portions of Section I, above, include recommended changes and additions to the RFP
- Those recommended changes and additions were included in Section I to show the context for the changes and additions
- The recommended changes and additions in Section I and should be considered as part of this Section II.

B. <u>Subzones and Geographic Zones Should Account for Population and Call Volume</u>

- The RFP's subzones and geographic zones should account for population and call volume to ensure equitable services and service delivery

- One possible solution is establishing a measurement for each area to equalize the per capita value, for compliance purposes, of a delayed response in a low population, low call volume area with a delayed response in a high population, high call volume area

C. "Tiered Response" Should Be Defined

- The RFP provides for the possibility of future implementation of so-called "tiered response" service delivery using BLS and ALS units based on Medical Priority Dispatch System (MPDS) **(RFP § 2.5(D), p. 11.)**
  - "The response is defined as non-emergency by the MPDS call type and LEMSA Medical Director guidance. During the term the contract, there may be opportunities for BLS units to respond or transport 911 patients based on low-acuity calls as approved by the EMS Medical Director."
  - The RFP should define which MPDS call types are "low-acuity calls" eligible for BLS response and/or transport and set forth any other assumptions or parameters for BLS response and transport
  - Proposers need to have this information to calibrate their proposed deployment models, financial budgets, and patient charges
- Implementation of a tiered response system during the contract term may constitute a material change that invalidates the contract
  - Public contracts cannot be *materially amended* in favor of the winning private bidder after bidding has closed. (*See, e.g., Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1435, 1442 [trial court erred in not granting runner-up's petition to set aside contract awarded to the successful bidder where changes after bidding closed gave the successful bidder an "unfair advantage"].)
  - Modifying a competitively-bid contract "so that it materially departs from the scope of the original procurement violates" competitive bidding laws "by preventing potential bidders from participating in or competing for what should be a new procurement." (*Ian, Evan & Alexander Corp. v. United States* (2018) 136 Fed.Cl. 390, 414.)

D. The Evaluation Committee's Membership and Composition Should Be Established in the Ambulance RFP

- The Evaluation Committee's membership and composition is crucial to a fair competitive process. Although the "basis of award" provisions are ambiguous, they could be read to mean that Evaluation Committee's scoring binds the County in this process and the only check on such power is the Board of Supervisors rejecting the negotiated contract.
- RFP § 8.2 provides that an "Evaluation Committee will be established to evaluate the responses consisting of recognized EMS system experts selected by the County. All Evaluation Committee members will be thoroughly screened for conflicts of interest."

- This is insufficiently detailed and unsatisfactory.
    - "[R]ecognized EMS system experts" could consist solely of EMS agency administrators, and may not include persons with relevant and desirable experience and expertise, such as ambulance provider executives, medical directors, county officers, or financial experts.
    - Furthermore, this provision would allow persons who reside in the County and are part of the County's EMS system to serve on the Evaluation Committee, who may be partial to the incumbent County contractors even though they do not have formal conflicts of interest.
    - Finally, this provision would allow County to select Evaluation Committee members from outside of California, who do not have relevant experience or expertise with ambulance operations under the EMS Act and EMSA regulations.
- As such, we propose County establish the following requirements in the Ambulance RFP for the Evaluation Committee's membership and composition:
    - The Evaluation Committee shall have five (5) members:
        - A fire services officer from an agency that currently provides ALS ambulance transport;
        - A medical director associated with a public or private entity that provides ALS ambulance transport, or, a LEMSA medical director that has prior experience working for a public or private entity that provides ALS ambulance transport;
        - A LEMSA administrator;
        - A county executive/administrative officer; and
        - A CPA or other financial professional with experience and expertise in EMS and ambulance operations
    - Evaluation Committee members must not be employed by entities located in Ventura County or outside of California (with a possible exception for the financial specialist)
    - These requirements come from Sonoma County (see Sonoma County Municipal Code § 28-17(6)(d)), and resulted in a successful, fair, and impartial evaluation of proposers in 2023.
- Furthermore, RFP § 8.4(A) provides: "The Evaluation Committee may include non-voting subject matter experts from Ventura County including but not limited to: Public Health Director, (non-bidding) public safety representative, and other technical consultants as may be determined appropriate."
    - While the Evaluation Committee will unquestionably benefit from their input and perspectives, these subject matter experts should not be "non-voting" members of the Evaluation Committee.
    - Subject matter experts should be available to advise Evaluation Committee members but should not be in a position to influence the members' deliberations and thereby undermine the integrity of the procurement.

E. <u>The Procurement Must Be Transparent and Proposals Received by County and the Evaluation Committee's Evaluations are "Public Records"</u>

- Certain provisions of the Ambulance RFP run afoul of the California Public Records Act
  - RFP § 3.12 (p. 28) allows proposers to designate sections of their proposals as confidential and propriety, including financial information, and "County shall keep these documents confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision agreement or an evaluation of the proposal or as its release may otherwise be required by law."
  - RFP § 4.2 (p.30) provides that submitted proposals "are not open for public review until the Contract between the awarded Bidder and the County is added to a Board of Supervisors' agenda" and the "working documents, evaluation tools, and notes of the Proposal Evaluation Committee are not subject to the Public Records Act and therefore will not be disclosed."
- All records of this procurement are public records subject to disclosure because the public has "a legitimate and substantial interest in scrutinizing the process leading to the selection of the winning proposal." (*Michaelis, Montanari & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, 1073.);
  - Disclosure of the Evaluation Committee's documents, tools, and notes is necessary so the public can determine whether the procurement was fair, and free from favoritism or unfair treatment, and achieved the "best social, environmental, and economic result for the public." (*Id.*; *California State University, Fresno Assn., Inc. v. Superior Court* (2001) 90 Cal.App.4th 810, 833 ["disclosure allows the public to discern whether its resources have been spent for the benefit of the community at large or only a limited few. The public should also be able to determine whether any favoritism or advantage has been afforded certain individuals or entities."].)
  - Disclosure of proposals, including proposer financial information, is necessary because County will rely on such information to award the contract and to establish ambulance service rates that the public will be forced to pay. (*San Gabriel Tribune v. Superior Court* (1983) 143 Cal.App.3d 762, 775.)
- However, the County may withhold these records during the pendency of negotiation of the contract to protect the integrity of the procurement and prevent disruptions to the negotiating process and "reduce the possibility of collusion, price-fixing, or bid-rigging tactics. (*Michaelis, Montanari & Johnson, supra,* 38 Cal.4th at 1074.)

F. <u>The Ambulance RFP Must Provide the Proposers With a Mandatory Spreadsheet for Calculating Their Proposed 5-Year Budgets That Reports All Necessary Information</u>

- RFP § 7(F)(e) requires proposers to submit a budget with "detailed costs by budget category to demonstrate clearly the costs and costing assumptions (by line item) to determine charge and charge assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the County may clearly determine the cost impact per call on all costing assumptions." That subsection further provides that "proposals shall submit charge data broken down on a call basis using a spreadsheet format to show stepping down of all costs to a per-call basis. (See Attachment 7, page 82)"
- However, the budget template in Attachment 7 does not provide any section for reporting "charge data broken down on a call basis"
- Nor does the budget template in Attachment 7 require proposers to explain or account for payments to parent corporations, shared overhead with other affiliated entities, or indirect costs.
- Rather than leave it up to proposers to construct their own budgets based on the template in Attachment 7, County should provide proposers with a mandatory, dynamic spreadsheet for their calculating their proposed 5-year budgets that reports all the information and data necessary for evaluation of the budget document.

G. <u>The RFP Must Include a Section Providing for the Establishment of an Emergency Medical Care Committee (EMCC)</u>

- The RFP is silent on whether County will be establishing an EMCC during the term of the contract
    - Under the EMS Act, an EMCC is an advisory body appointed by the county board of supervisors (Health & Saf. Code §§ 1797.270, 1797.272)
        - Its functions include:
            - Advising the county board of supervisors and the local EMS agency "on all matters relating to emergency medical services as directed by" the board of supervisors. (Health & Saf. Code § 1797.276)
            - Performing an annual review of ambulance services operating within the county; emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques, and first aid practices in the county (Health & Saf. Code § 1797.274)
            - Providing a report regarding its annual review to EMSA and the local EMS agency (Health & Saf. Code § 1797.276)
            - Advising the local EMS agency on implementation of community paramedicine and triage to alternate destination programs (Health & Saf. Code § 1797.273)
        - While County is not obligated to have an EMCC, it should establish one because

- County and the local EMS agency may not implement community paramedicine and triage to alternate destination programs without an EMCC (Health & Saf. Code § 1797.273)
- While the County discontinued the EMCC several decades ago on efficiency grounds, the local EMS agency has established various advisory committees that perform the functions of an EMCC, including the Prehospital Services Committee, the EMS Advisory Committee, the Stroke Committee, the VC STEMI Committee, the Trauma Operational Review Committee, the EMD Review Committee, the EMS Education Committee, the Prehospital Care Committee
- Unlike an EMCC, the other committees formed by the local EMS agency report only to it

17 January 2024

It was a Wednesday. I was teaching a music lesson. During the lesson I stood up to point something out to my student, and all of a sudden everything was going crazy. I grabbed hold of poor Reed (her student) and hung on for dear life. It lasted for about 5 minutes. I was hanging on to him, trying to keep from falling over. As I am hanging on to him, and he is hanging onto me. When it finally stopped he set me down on a chair. I passed out and ended up on the floor. Which scared everybody half out of their wits. Somebody called 911. I just wanted someone to get me up. The ambulance company, AMR, came and said, "We are taking you to the hospital." I replied, "I will not go to the local hospital (Simi)." They sat and argued with me, as they are putting me on a gurney. I told them, my husband can drive me. They told me no, it's not safe. You were unconscious.

A lot of people heard them say all these things, my husband, son and my student.

AMR continued to tell me that they could not take me to Los Robles, because they were in lock down, to many patients. This was a lie. Los Robles was busy and it would have taken longer to get there, but they were still receiving patients.

AMR took me to Simi Hospital against my wishes. At my arrival at Simi Hospital, I was put into a room on a chair. It was 2 ½ hours before anyone came into my room. A woman came in and I asked my name and address, then she left. It was 30 minutes later an aid came in and did an EKG. I sat there for 3 1/2 hours before the doctor came in to say, "Hello, we will get you settled and run some tests." So, they ran all kinds of tests, and then told me everything is fine. But in the ambulance ride I had another episode. My heart started racing again, and it was over 200 beats per minute. The person riding in the back

with me looked at the reading and said, "it only lasted a minute, it must be a fluke." She didn't write it down.

This is why I thought Medicare didn't pay for the ambulance ride. I found out later that AMR had never billed or billed incorrectly Medicare. $2790.00 for a 4 minute ride to the hospital. This aid or whatever her title was, she made a decision, that because it only lasted a minute, it must not be important. I told her that this has been going on since November 2023. Her reply, "No, it doesn't mean anything, it was just a fluke."

Once at the hospital, while they were running all their tests, I did not have another episode. Which is normal, that is how it has happened since last November. All of a sudden, my heart would start racing, but never as bad as this experience on January 17th.

In November of 2023, I went to Los Robles hospital because I was feeling lousy. When I walked in and they hooked me up to the machine, all of a sudden, every doctor and nurse that was nearby, was in the same room with me. They were standing there, and I am looking at them. I say, "it must be quite interesting". One of the nurses says, "I have never seen anything like this before. It's like a light show. Your heart is doing so many weird things. It's going from one thing to another, and racing a speed that we can not believe and you are still awake! Most people would have passed out a long time ago. This is all documented at Los Robles Hospital. I spent three days in the hospital that time.

I told the AMR ambulance people that this has happened before and is documented at Los Robles. This is a problem I am dealing with. But they still took me to Simi Hospital, where I didn't want to go, and they didn't report the incident that happened enroute to the hospital.

All the big wigs at the hospital came into talk to me, because they knew I wasn't happy. The ambulance company told me, "This is the best hospital of the two anyway." I told them, "Notin my eyes. They have almost killed me three times. I'm not going to give them a fourth chance."

AMR called and said that Medicare wouldn't pay.

When I called Medicare about this, they told me they had no record of this transport. They had not received a claim from AMR.

The AMR company is almost impossible to get a hold of. You are connected to someplace back east, and no one answers the phone, so you can't make a complaint. I have a phone number now, that came with their bill. The amount they are requesting has changed sizes many times. They did tell me that if I could not afford it, I could make monthly payments.

They lowered it to $600.13 from $2790.00.

I found from talking to other people that AMR does this all the time and people just pay because they have to.

Medicare case ID# 402404601310 Nothing was ever received from AMR.

I didn't call for an ambulance ride. I called for someone to get me up off the ground. I can't get up when I fall down.

They called. I told them I did not want to go by ambulance. They said you need to because you passed out. I told them, "I'm awake now!"

I figured it would be covered by insurance, so I allowed the ambulance ride. I did not agree to go to Simi Hospital.

Arlene Gunowicky