

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 12/04/2012 **Start Time:** 2:30 PM **Approx Length:** 60 minutes

Presentation Title: Ambulance Services RFP (Request for Proposal)

Department: Health, Housing and Human Services

Presenters: Rich Swift, David Anderson, Larry MacDaniels, Lane Miller

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

We are requesting direction from the Board in several policy areas in order to finalize the Ambulance Services Request for Proposal (RFP).

EXECUTIVE SUMMARY:

In January, 2012, the BCC directed staff to extend the current ambulance service contract to May, 2014 and to conduct a competitive procurement process to procure ambulance services after that date.

Members of the Board of County Commissioners also expressed a clear desire for increased participation to ensure transparency and inclusivity of the process. Toward that end the Board approved a phased approach using the services of Dave Shrader, from the Polaris Group, to work with County staff to develop a RFP responsive to community needs.

The process would also allow the Board to consider and include any policy changes or additions to the RFP.

A draft RFP was made available for public comment for a three week period ending November 21, 2012. All comments received are included in the attached document, a summary of comments is also provided. Staff presents the following policy issues that were raised in the comment period with associated staff recommendations for Board consideration:

1. Evergreen contract structure
2. Protection of incumbent workers
3. Percentage of points awarded for price
4. Performance security requirement
5. Innovation in proposals

DISCUSSION & RECOMMENDATIONS:

1. Evergreen Contract Provisions

At the study session on October 23rd, our consultant recommended, and staff agreed, that the initial term of the contract should be five years with earned additional years added to the

contract following the third year if annual performance met all evaluation criteria established in the contract and if approved by the Board.

After reviewing the comments received, staff recommends that the contractor's performance should be evaluated at the end of each contract year and a one-year term added to the contract if the contractor has met the requirements of the evergreen provisions. This allows a five year contract to remain in place and provides a reasonable time to amortize the cost of additional investments in the system.

2. Incumbent Employees

Public comment requested four additional protections for incumbent AMR employees be added to the RFP:

- a) require the proposer to make "every reasonable effort" to afford job opportunities to incumbent employees;
- b) forbid the replacement of incumbent paramedics, EMTs, and dispatchers unless the proposer's employee has equal or greater job experience;
- c) require that any incumbent employee who is replaced be offered "equivalent employment" in the proposer's operation where they had been working;
- d) make any violation of ORS 682.089 grounds for termination of the ambulance service contract.

The draft RFP currently requires proposers to comply with ORS 682.089, which requires a replacement ambulance provider to give a preference to incumbent employees when filling vacant or new positions. The RFP also encourages the recruitment of employees currently working in the system, to encourage a smooth transition and encourage personnel longevity (page 66). The proposal evaluation criteria allocate 200 points for human resources factors, including 30 points for proposed treatment of incumbent employees (page 80), and therefore (a) and (b) are not necessary.

Staff recommends against item (c) above, because a proposer who is contracted to meet performance standards should be free to apply their expertise in meeting that standard, and therefore should not be required to retain every employee in an equivalent job in the same place where they had been employed. Staff believes that the points awarded in the proposal evaluation process will create an adequate incentive for appropriate protection of incumbent employees.

Staff also recommends against item (d) above, because an appropriate remedy for failing to offer an incumbent employee a job should focus on a remedy specific to the individual, rather than disrupting the entire system by cancellation of the ambulance service contract in its entirety.

3. Scoring Price

At the study session on October 23rd, our consultant recommended, and staff agreed, that the price should comprise 20% of the total evaluation score with proposers required to show how their proposed rates were determined in order to be sure of a fair comparison in the scoring process. In reviewing the comments received, it is clear that quality of service is a critical aspect for most stakeholders. While several comments suggested that price should be no more than 10% of the total score, another suggested the price should be 30% of the total score. Staff

recommends that the percentage of points awarded for price remain 20% to strike a reasonable balance between price and quality in the evaluation of proposals.

4. Performance Security

At the October 23rd study session, staff recommended that the RFP should require performance security in the amount of \$2.5 million with preference given to an irrevocable letter of credit. We received comments requesting that lower amounts be considered.

The consultant and staff used financial statements from the current provider to establish monthly costs to operate an ambulance service. This comes to \$805,000 a month and was the basis the recommendation. It is estimated that in the event of provider failure or withdrawal it would take the County at least three months to establish a new provider. During that time the County would be directly responsible for ambulance service operations. The letter of credit provides access to the money needed to run operations. In this way the County does not have to rely solely on the General Funds to fund operations.

The County can require a smaller performance security amount. A smaller amount increases the probability that some reliance on the General Fund might be required to fund operations in the case of provider failure.

It is difficult to estimate the probability of provider failure. Staff recommends that the County go no lower than \$1,500,000 for the performance security requirement. Staff seeks Board direction on the exact amount for the requirement.

5. Innovative Proposals

The draft RFP seeks innovation in the following specific areas:

- Community Service and Education – asks proposers to describe their innovative approaches and cooperative programs toward the development and implementation of community based programs, to facilitate and improve injury and illness prevention and system access.
- Creative Proposals to Enhance Provider / First Responder Partnerships – proposers may provide a detailed description of any proposed enhancements to the first responder and ambulance contractor relationships.
- Optional System Enhancements – proposers may identify system enhancements they are willing to provide as part of their proposal.

The comments received expressed an interest in expanding the areas that innovation should be incorporated. The common theme indicates that innovations to the EMS system should be addressed in the RFP. The draft RFP has been developed to acquire Emergency Ambulance Services as a part of the EMS system, not as a vehicle to address enhancement or change to the current EMS system. If the Board concludes that the focus of the RFP expand to include EMS system enhancements or changes then additional effort will be needed to engage stakeholders to develop the scope of work.

Options

- Accept all of the staff recommendations
- Accept some of the staff recommendations and direct staff to revise some of the recommendations

SUBMITTED BY:

Division Director/Head Approval 
Department Director/Head Approval 
County Administrator Approval _____

For information on this issue or copies of attachments, please contact Larry MacDaniels@ 503-655-8256

BRIEF SUMMARY OF COMMENTS RECEIVED

November 1 – 21, 2012

A brief summary of the comments received is provided for your convenience. The full comments are attached with a list of comments received.

- Reduce percentage of points awarded for price to 10%. Current weight and scoring methodology allow a proposer to prevail by focusing on a low price by providing lower quality service or reducing compensation for employees.
- Comment: Increase percentage of points awarded for price to 30%. Increased weight for price will focus proposers' efforts on important things. Add 150 points to pricing points by reducing control center operations to 100 points, clinical credentials of field personnel to 40 points, and awarding no points for required performance security.
- Provide method of increasing performance requirements with evergreen renewals.
- Consider 2 year evergreen renewals instead of 1 year to make planning easier.
- The letter of credit provision is too high; consider \$1.5 million, satisfied with a combination of methods, as previously required.
- Provide examples of desired innovation such as community paramedics, alternate transport destinations and alternate responses in conjunction with fire agencies.
- Give priority to proposers who commit to equipment and supply standards established by fire agencies.
- Increase points awarded for mean and median tenure of personnel.
- Combine points for incumbent workforce training and training of first responders and allocate points to system integration.
- Award points for workplace disagreement resolution process.
- Allow proposals that "fully integrate first response and transport resources" by allowing consideration of deployed fire agency resources, permitting partnership options for fire agency transport, and permitting sub-areas in ASA for fire agency transport.
- Require proposer to recruit and give hiring preference to incumbent employees who work in the Clackamas ASA EMS system.
- Require proposer to show cause that an incumbent employee does not meet contractor's present requirements for new hires in order to replace incumbent employees with proposer's employees.
- Require proposer to offer and pay incumbent paramedics, EMTs and dispatchers, who are eligible for hire by proposer's company, annual wages equal to those that they are currently paid.
- Require proposer to offer and give health care and other fringe benefits to incumbent paramedics, EMTs and dispatchers, who are eligible for hire by proposer's company, the same as if they were current employees transferring from one operation to another within proposer's company.
- Require provision of a River Program and award points for experience.
- Require provision of a Reach and Treat Program and award points for experience.

- Require use of National Academy of Emergency Medical Dispatch® Medical Priority Dispatch System® and award points for experience.
- Require accreditation of proposers by the Commission on Accreditation of Ambulance Services (CAAS) and award points for length of time accredited.
- Require proposer to participate in joint training with first responders at least two times each year.
- Require proposer to integrate public education efforts with fire agencies.
- Require proposer to provide infrastructure to aggregate clinical data.
- Require mutual aid plans to ensure that the closest ambulance is dispatched.
- Require explicit plans for use of fire agency ambulances and units from other ASAs for mutual aid.
- Require ambulances to be dispatched by PSAPs and require all communications to go through PSAPs.

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14.	David Shrader, President, The Polaris Group	28
15.	Tom O'Connor, Division Chief, Operations, Canby Fire District	30
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From: [Lauer, Randy](#)
To: [H3S Ambulance Services RFP](#)
Cc: [BCCMail](#)
Subject: Emergency Ambulance Services RFP
Date: Monday, November 12, 2012 11:56:02 AM
Attachments: [Clackamas Draft RFP Comments-AMR-November 2012.docx](#)

Dear Board of Commissioners and Purchasing Department:

AMR has serious concerns (attached) with the draft RFP for emergency ambulance services currently posted for comments. We urge you not to issue this RFP, but to rather conduct meaningful due diligence with the EMS system stakeholders. Among other things, this RFP will stall work in progress to more fully integrate the County EMS System. Thank you.

Randy Lauer
General Manager
AMR Oregon
503-736-3440 Office
503-519-2142 Cell

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Comments and Recommendations Regarding the Draft Request for Proposals (RFP) for Exclusive Ambulance Services in Clackamas County

November 12, 2012

Respectfully submitted by American Medical Response Northwest, Inc.

AMR Northwest has reviewed the draft RFP and offers the following comments and recommendations. In general, we believe this draft RFP is an invitation to proposers willing to lower the retail price for service at the expense of quality service, experience and the incumbent Paramedic and EMT workforce. The weight of price in the draft RFP – 300 points – is more than sufficient to incentivize prospective bidders to “buy” the bid by submitting a low price. Given that the earnings margin of the incumbent provider is austere at best, the only meaningful way to reduce price is to install a lower paid, low or no benefit, largely part-time labor force, and to perform all other aspects of the contract at the bare minimum and as inexpensively as possible.

As currently defined, a \$200 price difference can result in 60-70 fewer points for the higher price proposer. However, with a category such as Credentials for example, the best proposal will be assigned 100 points and other proposals only a few points less. The draft RFP mentions the Reach and Treat and River Rescue Programs on page 32, and basically only says that the County intends to continue these programs and that more information will be forthcoming. However, we can find no points associated with experience providing the same high level of quality or even a detailed plan as to how a proposer would accomplish something it has never done before. The cost to AMR to provide the current exceptionally high quality adjunct services such as the Reach and Treat and River Rescue Teams, translates directly to \$85 in retail rates to cover the cost of the services at high quality levels. An \$85 rate difference under this RFP equates to 25 price points, which will motivate proposers to reduce its rate and consequently offer minimally qualified programs. Proposing a River Rescue program, for example, that stations one minimum wage non-EMT at High Rocks for a few hours and days during the height of the summer season with only a life ring appears to meet the minimum requirements in the current draft RFP. With the current weight on price, AMR would have to significantly cheapen the life-saving programs we have pioneered in order to compete.

In the draft RFP, price is the only evaluation component scored by the County Purchasing Department, following a rote formula that will assign considerably fewer points to proposers that do not submit the lowest price. Conversely, all other categories will be scored by an evaluation committee that will assign maximum points to the best proposal, and an undefined number of fewer points to other proposals. Historically, evaluation committees only slightly reduce points for lesser proposals in each category, which makes it nearly impossible for a proposer focused on quality to overcome a price-scoring deficit. A more judicious RFP would set the price for service and make quality components the variable by which proposers are evaluated. If price remains a significant consideration, it should be scored by the same evaluation committee that reviews the quality elements, with specific instructions that consider the service levels of the proposal and that only 21% of charges above the Medicare fee schedule is collectible. Evaluators should then

assign fewer points to higher priced proposals based on their overall assessment of the proposal and bidders experience. If price is rated separately by the purchasing department, the County will be left with apples and oranges comparisons. To illustrate this point, the evaluation team (not the Purchasing Department) would consider the cost to provide a higher quality service and integrate that into their score. In other words, evaluators would consider the overall value of higher quality proposals and rate price accordingly.

AMR is concerned that all of the energy, talent, experience, commitment and financial resources we have invested in Clackamas County over the last several decades will be erased by the ill-conceived and misguided RFP you are considering. However, those most concerned are the Paramedics and EMTs who have dedicated their careers to exceptional quality and service. With significant weight on price, this draft RFP encourages proposers to cut costs at the expense of the incumbent workforce.

Labor costs represent the single largest cost to provide emergency ambulance services. AMR's Clackamas County workforce has an average tenure of 16 years for Paramedics and 12 years for all caregivers combined. The draft RFP refers to maintaining the average wage of the incumbent workforce, but leaves details to the creativity of proposers willing to slash labor costs. All aspects of wages should be considered as a minimum requirement if Clackamas County is serious about its Proclamation of the County's Support for Jobs, Wages, and Benefits, adopted January, 2012. Comparing proposer's wage scales is not sufficient; the actual annual W2 earnings of the incumbent workforce must be maintained. An average wage is not meaningful economic protection for those who serve the County so well today. Additional vetting, such as which step caregivers reside on the wage scale, how and when overtime is compensated, which hours are compensated (i.e. training pay, late call premiums, etc.) and the investment in healthcare and other benefits is required in order to ensure that a proposer cannot win the bid on the backs of employees. The draft RFP states that the "average wage" must be maintained. That means that half of the workforce will suffer a reduction in wages and benefits, while the other half has an average wage threshold that it may someday attain. AMR's current Clackamas County investment in wages and benefits is \$7,168,737. AMR's cost of wages and benefits is 74% of the net transport revenue available within the current rate structure, which means that labor costs would have to be markedly reduced in order to compete with a lower price for service. To have a chance at winning the bid with this draft RFP, AMR would have to cut that cost greatly by installing a workforce at the bottom levels of the wage scale, remove compensation for training time (only stated as preferred in the current draft RFP), holdover/late calls, extra shifts, training and qualification incentives and wage differentials, and is predominantly part-time with no benefits.

The draft RFP states several other desires, some by inference only, that do not have a corresponding point value. The Control Center Operations sections of the RFP appears to assign a preference or requirement to utilize the Medical Priority Dispatch System (MPDS), which is the system in place in the County's largest Public Safety Answering Point (PSAP), and associated national accreditation (NAED), but fails to correlate points for proposers with demonstrated proficiencies with that system. To remedy this aspect of the RFP, the County should require proposers to use MPDS as a minimum requirement, but award points only to those proposers who have installed and developed experience with this national-standard system.

The draft RFP is silent on achievement of national accreditation by the Commission on the Accreditation of Ambulance Services (CAAS). A proposer's commitment to undertake the expense and quality improvement associated with CAAS accreditation is important, but even more importantly to when the company made the commitment to undertake the initiative. For example, whether a proposer pursued and attained CAAS accreditation solely to improve quality, or whether they did it because RFP's were beginning to associate value with it, should be a consideration. Proposers should be given point credit for how long they have been CAAS accreditation, and accreditation itself should be a minimum requirement.

We note a desire for system integration with both first responders and the transport provider on page 21, and 100 points for innovative proposals on page 80. However, we argue that an innovative proposal that fully integrates first response and transport resources to the quality advantage of those in need of our services may not be responsive to this RFP. That means that a proposer with a truly innovative approach to better align healthcare costs and improve service quality would need to submit two proposals, but the RFP currently does not allow significant innovation in this regard beyond the limited view in this draft. In fact, page 21 specifically precludes a proposer from submitting an alternate price associated with meaningful integration.

Historic ambulance services, which this RFP appears to continue status quo, is viewed by many to be non-sustainable in a few short years. With this status quo draft RFP, comes assurance that true innovation will not occur within the term of the proposed initial contract – five years. One of two things will happen if the County continues down this antiquated pathway: the contractor will fail financially during the term of the contract, or the quality and levels of service will erode at the expense of the care providers.

From: Anderson, Kevin (Portland)
To: H3S Ambulance Services RFP
Subject: Emergency Ambulance Services RFP
Date: Monday, November 12, 2012 2:53:20 PM

Page 18 Section VI. Control Center Operations

"Workers must be trained according to EMD National Standard Curriculum and be certified in EMD"

What EMD National Standard Program is referred to? NAEMD, DPSST, APCO, COMED?

Page 19 Section F Control Center Operations

"Installation of EMD Software that is compliant with requirements of the EMSMD"

Again, what EMD software is the EMSMD requiring.

Page 39 Section B. Scope of Service.

"The County may grant limited special exceptions of permits to Healthcare facilities within the service area to operate specialized critical care ground transportation services if the County determines that it is in the best interest of the Public"

Examples needed of potential healthcare facilities that would take transports away from the Contractor. What is the expected volume

Who determines best interest

Page 40 Section B. Scope of service

"The Contractor will furnish standby coverage for special events, reasonable mutual aid services, special contract services, and communications and medical dispatch services"

Is the intent of this language to say that the all standbys are to be covered by Contractor and close all other standby requests to outside vendors?

Page 41 Maximum Response Times

Priority 1,2, and 3 Definition

Response times and definitions are provided but what response "mode" are associated with Priority 1, 2 and 3? **Can Contractor respond lights and sirens to a Priority 2 call?**

Page 42 Section a Response Time Clock

Assure the average difference in clock time (Between CADs) never exceeds 4/10 of a second.

Why is this just for CCOM and not other PSAP's

What was the criteria to determine clock time and where did the 4/10s come from?

Is this reportable or how measured?

Page 45 Section 8 Response Time Audit Trail

Proposed access and security of data will be considered in scoring proposers responses

Scoring criteria does not list or assign points to this statement.

Page 46 Section D Deviations from Response Time Mode (Last paragraph)

"If the County finds that a call was assigned a lower priority than would have been assigned had Contractors comms personnel properly followed MPDS the County will measure the response time

against the higher priority"

Punitive punishment for QA should not be included in a RT calculations penalties.

Does this also apply to CCOM or other PSAP calls that receive retroactive review?

Does the same hold true that the County Medical Director would also recalculate RT if the initial priority was found to be lower?

Page 48 Non-Compliance with other standards

"More than 50% of on duty ambulances dedicated to Pri 4 or Pri 5 requests"

Contractor should not be held to cut-off levels.

Page 49 Section G (Reserved) Infrastructure

"The Contractor will fund any modifications, additions or custom programming to the existing CAD that may be required to meet the requirements of the RFP".

What are the projected costs associated with custom programming?

Will the contractor be responsible for infrastructure costs for both new and old CAD programming?

Page 50 Section G (reserved) Infrastructure

The successful proposer will be required to connect to the ESB.

Does the current contractor receive consideration for developing, deploying and funding the current ESB connection?

What are the time commitments for establishing connections to the ESB and two-way interface for all proposers?

Page 55 Section N Communications System Management

"The Contractor will be responsible for providing the technology to automate the EMD Process for all PSAPs in the Clackamas ASA"

In the event the participating PSAP agencies don't /can't adopt the EMSMD direction for standardized EMD processing, what are the contractor responsibilities?

Many PSAP's require substantial hard-drive upgrades to support automated EMD processing, since the contractors are required to fund the software side of the EMD, is the expectation to have Contractor pay for infrastructure upgrades i.e. RAM, HARD-DRIVES, Etc.,

How many licenses, card sets, automated EMD licenses, Dongles (for QA) required for all PSAP seats?

Page 55 Section 1. Staffing

Emergency lines will be answered on the first ring.

How will contractor determine what constitutes an emergency without providing interrogation procedure beforehand. Will contractor receive retroactive review to determine first ring compliance?

Page 56 Section 3. Computer aided-dispatch System

"All radio and telephone communications must be recorded on tape"

Can contractor utilize digital recordings instead of tape recordings?

Page 56 Section 4. Communications Center qualifications

Medical Communications shall at a minimum be certified in Emergency Medical Dispatch (EMD)
Is that MPDS (Priority Dispatch) certification or EMD (DPSST) certification.

Page 58 Section O. Subsection 1. Data and reporting requirements.

Dispatch Computer

Simultaneous and continuous printed logs of deployment

What does that mean exactly?

Page 59 Communications Center data capabilities

Section J. K and L. Problem hour assessment, Call mode by hour of day and Ambulance alert exception

Define meaning of all?

Page 60 Records

"A round trip counts as two transports other than wait and return, which counts as one trip"

That is an untrue statement

Page 61 Section Q. Standby and Special events coverage.

"Contractor may provide such services for a charge approved by the County"

How is that rate approved and is this an exclusive standby contract, what prevents outside vendor to conduct standby's without County approval?

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From: [Charlie Savoie](#)
To: [H3S Ambulance Services RFP](#)
Subject: &subject=Emergency Ambulance Services RFP
Date: Tuesday, November 13, 2012 10:17:24 PM

Dear Mr Miller,

I sent an email requesting this info to your email box and received a message from you saying to send the request to the email addy above.

Please send the current intended timeline for completing revisions of the draft RFP, issuing of the RFP, bidding deadline, and award of the contract.

Thank you.

Charles Savoie

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From: Cozzie, Bob
To: H3S Ambulance Services RFP
Cc: MacDaniels, Larry
Subject: Emergency Ambulance Services RFP - Appendix 10 Corrections
Date: Friday, November 16, 2012 9:36:20 AM

The contact names are correct, but here are two corrections for phone numbers (in yellow):

Proposers wishing to utilize CCOM communications equipment, information or facilities should contact:

Bob Cozzie, Director
Clackamas County Communications (CCOM)
Telephone: 503.655.4875
Email: bobcoz@co.clackamas.or.us

Proposers are encouraged to contact these agencies and develop interfaces that will make the transfer of calls and data faster and more reliable:

Leslie Taylor, Communications Manager
City of Lake Oswego Communications (LOCOM)
Lake Oswego Police Department
503.635.0252
Email: ltaylor@ci.oswego.or.us

Kelly Dutra, Director
Washington County Consolidated Communications Agency (WCCCA)
Telephone: 503.690.4911X205
Email: kdutra@wccca.com

Thanks,

Bob Cozzie, Director
Clackamas County Communications (CCOM)
2200 Kaen Rd.
Oregon City, OR 97045
503-723-4875
www.clackamas911.org

Mission, Vision, Values:

Clackamas County 9-1-1 provides superior public safety dispatch services in a skilled, expedient and respectful manner to the citizens and agencies we serve. With a commitment to excellence and through continuing education and improved technology, we help save lives, protect property and proudly know we make a difference.

SERVICE, RESPECT, TRUST, UNDERSTANDING

From: Cozzie, Bob
To: H3S Ambulance Services RFP
Subject: Emergency Ambulance Services RFP - clarifying question/recommendation
Date: Friday, November 16, 2012 9:43:20 AM

Page 55, Section N – question for clarification.

Question: Does this include annual costs for software maintenance? If not, I recommend the annual maintenance be included. The cost for FY2012-13 is \$11,211.

Thank you,
Bob Cozzie, Director
Clackamas County Communications (CCOM)
2200 Kaen Rd.
Oregon City, OR 97045
503-723-4875
www.clackamas911.org

Mission, Vision, Values:

Clackamas County 9-1-1 provides superior public safety dispatch services in a skilled, expedient and respectful manner to the citizens and agencies we serve. With a commitment to excellence and through continuing education and improved technology, we help save lives, protect property and proudly know we make a difference.

SERVICE, RESPECT, TRUST, UNDERSTANDING

From: MacDaniels, Larry
To: H3S Ambulance Services RFP
Subject: FW: Kristin Duff: RFP Initiative
Date: Monday, November 19, 2012 10:40:18 AM

From: BCCMail
Sent: Monday, November 19, 2012 9:03 AM
To: Bernard, Jim; Damon, Jamie; Howatt, Drenda; Lehan, Charlotte; Lininger, Ann
Cc: MacDaniels, Larry
Subject: Kristin Duff: RFP Initiative

From: kristin duff [mailto:duff_on_tap@hotmail.com]
Sent: Wednesday, November 14, 2012 6:51 PM
To: BCCMail
Subject: RFP Initiative

To the Clackamas County Commissioners:

This email is in response to the RFP initiative for ambulance services in Clackamas county. As a concerned citizen, I would like to request that the RFP is not issued at this time. The healthcare industry is changing in the near future due to the current election results. The prudent choice for those in clackamas county is to remain with the current contract, which is in effect until May of 2014, until the outcome and changes begin to formulate for the healthcare industry, specifically in regards to ambulance transportation. The current contract is providing excellent service and coverage for the Clackamas county region. Why issue an RFP at such a volatile time? As the elected commissioners, please consider the requests of those who have elected you to make wise decisions for the public, and place the RFP on hold until a future date that will likely result in a more timely and cost effective contract.

Thank you for your time and consideration of the matter.

Sincerely,

Kristin Duff

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From: [MacDaniels, Larry](#)
To: [H3S Ambulance Services RFP](#)
Subject: FW: Dave Tully: Letter from AMR to Teamsters Local 223
Date: Monday, November 19, 2012 10:40:34 AM
Attachments: [SOce Copier12111612540.pdf](#)

From: BCCMail
Sent: Monday, November 19, 2012 9:10 AM
To: Bernard, Jim; Damon, Jamie; Howatt, Drenda; Lehan, Charlotte; Lininger, Ann
Cc: MacDaniels, Larry; Wheeler, Steve
Subject: Dave Tully: Letter from AMR to Teamsters Local 223

From: Dave Tully [<mailto:dtully@teamsters223.com>]
Sent: Friday, November 16, 2012 2:29 PM
To: BCCMail
Subject: FW: Letter from AMR to Teamsters Local 223

Dear Commissioner's'

Please take the time to read this letter that was sent to Teamsters Local 223. We believe that the emphasis of 20% of the points in the current RPF is going to drive our employer AMR to ask for **significant wage and benefit reductions** to compete with the Non-Union employers that will be bidding on this RFP.

We cannot allow this to happen. Teamsters Local 223 asks the Commissioner's to either pull the RFP and let the new Board take it up if they so choose to, or lower the percentage of points to 10% so that our Union employer and this Local Union does not have to move into such a drastic measure.

Thank you for your time in this very important matter.

Sincerely,

David A. Tully
Labor Representative
Teamsters Local 223
O- (503)256-5995
C- (503)310-2246
F- (503)253-2187

To: dtully@teamsters223.com
Subject: Message from Oce Copier



AMERICAN MEDICAL RESPONSE®

November 13, 2012

Mr. Dave Tully, Business Agent
Teamsters Local 223
1230 NE 106th Avenue
Portland, OR 97220

Dear Dave:

As you are aware, Clackamas County has released a Request for Proposal (RFP) for emergency ambulance services. The RFP will determine who will provide those services after May 1, 2014, when AMR's current contract with the County expires.

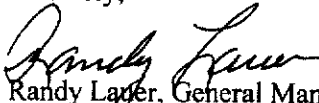
The problem with the current draft of the RFP is that it assigns 20% of the total proposal (bid) evaluation points to price. We expect that Metro West Ambulance will submit a proposal with their current price for service, which is more than 40% lower than our current price in Clackamas County.

Due to the high quality of service we provide, we expect to outscore other bidders by a significant margin. However, due to the weight of price in this RFP, there is no way to overcome the point deficit we will incur from pricing. Our paramedics and EMTs are the most highly trained, qualified and experienced workforce in any EMS system in the nation. We are able to provide the highest quality in part because our caregivers are committed to quality and due to the strong labor relations we have with Teamsters Local 223. It is reasonable to assume that much of our existing Clackamas County workforce would not be retained by Metro West, and those who are would receive a much lower level of wages and benefits.

To have a chance at winning the bid with this RFP, we will have to substantially lower our labor costs. Our current cost of wages and benefits consumes 74% of the revenue we derive from our Clackamas County operations. There is simply no way to realistically achieve a lower price for service without a substantial reduction in labor costs.

We would like to meet with you to discuss wage and benefits reductions in Clackamas County, in order to submit a price with our bid proposal that has a chance at winning.

Sincerely,


Randy Lauer, General Manager
AMR-Oregon

Cc: Tom Wagner, West Region CEO
Dave Banelli, VP Labor Relations

From: MacDaniels, Larry
To: H3S Ambulance Services RFP
Subject: FW: Jeannie Sprecher: RFP
Date: Monday, November 19, 2012 10:44:26 AM

From: BCCMail
Sent: Tuesday, November 13, 2012 7:41 AM
To: Bernard, Jim; Damon, Jamie; Howatt, Drenda; Lehan, Charlotte; Lininger, Ann
Cc: MacDaniels, Larry
Subject: Jeannie Sprecher: RFP

FYI

From: Jeannie Sprecher [mailto:jeannie.sprecher@yahoo.com]
Sent: Wednesday, November 07, 2012 8:25 PM
To: BCCMail
Subject: RFP

Dear commisioners,,

My name is Jeannie and I am a current employee of AMR Clackamas county, I am writing you to ask please pull the RFP. I know one of the bidders is going to be Metro West, half of AMR is ex Metro employees and will not have a job if Metro West gets the Clackamas contract. I have a mortgage, wife and kid, and I know JD will not give us jobs if he wins. JD has been getting fines from his kaiser contract. He recently started making his management, dispatchers, SVT's take furlough days so they can save money, and look better on the books. There is no way that JD will be able to make the calls in clackamas county. He will make east county citizens suffer.

I worked to Metro West for 3 and a half years. He does not treat his employees right. He does not allow them to take breaks, or get a meal if they are hungry. The EMT's and Paramedics there are overworked and under paid. My fear with this RFP is that Metro West will win the contract due to being cheaper, and I will be out of a career that I love doing.

There is no reason for the RFP to go forward. Please have the newly elected board members take a vote.

Thank you

Concerned AMR employee

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

Spam

Not spam

Forget previous vote

From: [MacDaniels, Larry](#)
To: [H3S Ambulance Services RFP](#)
Subject: FW: Patrick Kent: Ambulance RFP
Date: Monday, November 19, 2012 10:44:44 AM

From: BCCMail
Sent: Tuesday, November 13, 2012 7:50 AM
To: Bernard, Jim; Damon, Jamie; Howatt, Drenda; Lehan, Charlotte; Lininger, Ann
Cc: MacDaniels, Larry
Subject: Patrick Kent: Ambulance RFP

From: Patrick Kent [<mailto:kent.pm@gmail.com>]
Sent: Friday, November 09, 2012 2:11 AM
To: BCCMail; bcc@clackamas.co.us
Subject:

Greetings County Commisioners,

In regards to the recent Request for proposal regarding the ambulance service agreement for the contracted areas of Clackamas couty. Due to the outcome of the most recent election, I feel that the RFP process should be stopped and that the new board should take it up if they so desire. It is not necessary to put out an RFP at this time since the current contract does not expire until May 2014 and the current board has other more pressing matters that I feel that they should be focusing on at this point in time. I must stress that haste in this matter may cause service to suffer if such a process is undertaken without adequate time. Additionally any County RFP need to provide protections for current and future providers to maintain a premium service.

Regards,

--

Patrick Kent
Kent.pm@gmail.com
(971) 533-8135

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

From: MacDaniels, Larry
To: H3S Ambulance Services RFP
Subject: FW: Cheryl Diane brown: ** URGENT ** CURRENT CLACKAMAS RFP PROCESS - HOLD FOR NEWLEY ELECTED COMMISSIONERS
Date: Monday, November 19, 2012 10:45:01 AM

From: BCCMail
Sent: Tuesday, November 13, 2012 8:02 AM
To: Bernard, Jim; Damon, Jamie; Howatt, Drenda; Lehan, Charlotte; Lininger, Ann
Cc: MacDaniels, Larry
Subject: Cheryl Diane brown: ** URGENT ** CURRENT CLACKAMAS RFP PROCESS - HOLD FOR NEWLEY ELECTED COMMISSIONERS

From: Cheryl Diane Brown [mailto:cheryldiane@gmail.com]
Sent: Monday, November 12, 2012 12:08 AM
To: BCCMail
Subject: ** URGENT ** CURRENT CLACKAMAS RFP PROCESS - HOLD FOR NEWLEY ELECTED COMMISSIONERS

With the outcome of the most recent County Commissionerelection, the RFP process should be *stopped!* The new Board Elect should take it up if they so desire. At this time, it is unnecessary to put out an RFP for Clackamas County. There are other more pressing and urgent issues that the current board needs to be focusing on, and not pushing an unnecessary RFP that only Clackamas Fire District 1 and Metro West Ambulance want. All other fire districts are happy to be working along side of American Medical Response. This county has been with AMR as a provider for years. Bringing in a new ambulance provider as unprofessional as Metro West will lead to disaster.

Are you even aware of the fact that the owner of Metro West, JD Fuiten, was recently brought up on charges of Unfair Labor Practices relating to a recent Union Campaign? Metro West was ordered to cease harassment, surveillance and intimidation of employees and to comply with the NLRA; also to rehire a fired employee during the campaign for supporting unionization. See the link below for the official court documents:

<http://mynlrb.nlr.gov/link/document.aspx/09031d4580db9163>

Also, here is a copy of the Metro West Email to its' employees: Management team, administrative staff, dispatchers, business office, marketing, VST's and the IT Departments ordering a day off without pay (furlough) due to low call volume:

"Since October 1st, we have experienced a significant drop in call volume.

Learning from the past, we have decided to take immediate action to offset the associated loss in revenue. The entire management team and administrative staff along with dispatch, the business office, marketing, VST's and IT will be taking a one-day furlough (day off without pay) during the month of November. Towards the end of November, we will reevaluate the situation and determine if we need to continue taking furlough days. The Wheelchair Department, the shop and the Ambulance Department field staff are exempt from this process."

This is NOT a company that has any business taking over Clackamas County. Metro West is quickly proving to be a company that has the potential **inability** to remain a solvent entity, and potentially may NOT be able to provide adequate service to Clackamas County and its residents, should Metro West be prematurely awarded the RFP.

I personally do NOT want Metro West involved in any transport of my family or of myself in the future. They are NOT who I want as an ambulance provider in Clackamas County. I am a Clackamas County resident. Leave Metro West in Washington County.

Thank you -

Cheryl Diane Brown
10437 SE Cook Ct # 370
Milwaukie, Oregon 97222
Clackamas County Resident
503-504-1702

Spam

Not spam

Forget previous vote

From: Charlie Savoie
To: H3S Ambulance Services RFP
Subject: Emergency Ambulance Services RFP
Date: Monday, November 19, 2012 3:28:19 PM

Response to the Draft RFP for Ambulance Services in the Clackamas ASA

We have previously stated that we object to issuance of an RFP. Our position on that is unchanged. We believe that the County should continue the current ASA contract with AMR and resolve any issues through a negotiation process.

If the County refuses to reconsider its decision to issue an RFP, at least consider that issuing it on the proposed time line will likely have serious consequences if AMR is not the successful bidder. A lame duck period of about 14 months would be unreasonable and create an untenable condition for AMR.

If AMR were forced to default because staffing cannot be maintained for 14 months, irreparable damage would be done to the company's good name and have a negative impact on future bids for contracts in other counties. Due to the insensitivity of the County issuing an RFP so far outside of the customary time frame for issuance of such RFPs, it would not be surprising if AMR were to take legal action against the County in the event that such a default occurred.

Irrespective, how does the County expect AMR to maintain staffing for 14 months when employees believe that they will possibly be replaced when the contract is assumed by another company? We have discussed this with the employees, who are our members, and many will seek other employment if AMR is not the successful bidder because they do not believe that the language in the RFP provides them with adequate protection. If nothing else, please reconsider the language in the RFP and rewrite it to provide better protections for the incumbent employees.

Prior to the draft RFP being written, we submitted language to your agency on behalf of the incumbent paramedics and EMTs represented by Teamsters Local 223. While we appreciate the intent of some of the language in the draft RFP, the current language does not adequately address our concerns and leaves the door wide open for any unscrupulous bidder to win the bid by replacing the incumbent EMS professionals with less experienced and lower paid workers. This would be a disservice to both the citizens of Clackamas County and to the incumbent employees whose livelihoods would be damaged.

We are gravely concerned that at least one prospective bidder, Metro West Ambulance, will use every loophole that exists in *ORS 682.089* to seemingly comply with the "letter" of the law while circumventing the "intent" of the law. Therefore, we are again requesting that language be included in the RFP to make circumvention of the statute less possible.

We are entirely convinced that MWA is adverse to hiring the incumbent workforce

and will take advantage of any loopholes left open in the RFP to avoid doing so. The owner of Metro West Ambulance has shown he is willing to do anything, including breaking the law, to avoid unionization of his employees. (see <http://mynlrb.nlr.gov/link/document.aspx/09031d4580db916>). Therefore, it is reasonable to expect that MWA will do everything possible to avoid hiring the incumbent employees who are currently unionized and would move quickly to reorganize after being hired by another ambulance service.

1. MWA has a large pool of part-time EMTs and paramedics who work as wheelchair van drivers and as medics for special event stand-bys. Most of these workers have little or no experience in 9-1-1 ambulance transport. They do, however meet the "minimum" staffing requirements as set forth in the draft RFP.

The language in *ORS 682.089* would seem to allow MWA to circumvent hiring of the incumbent workforce merely by stating that the company already has a sufficient number of "qualified" employees to fill the positions. The part-time wheelchair van and stand-by employees could simply be moved over to fill ambulance positions in Clackamas County. Because of the long period (about 14 months) between the proposed date for award of the new ASA contract and the actual take-over, MWA would have more than enough time to expand the company's pool of part-time employees to back-fill the positions that would become open in the company's other operations if their current employees are moved into Clackamas County.

2. Many of the incumbent paramedics and EMTs have previously worked for MWA. In the past, the owner of MWA, JD Fuiten, has told employees who have quit to take jobs at AMR that he will never rehire them. We are concerned that this could be construed as a per-existing hiring policy and, as such, be considered a valid condition for not rehiring some incumbent paramedics and EMTs.

3. Additionally, *ORS 682.089* is silent on what constitutes an legitimate offer of employment. It seems that incumbent employees are only required to be offered employment without restriction on the terms of that offer. In other words, an incumbent employee who currently has 12 years of experience and is receiving wages and benefits that far exceed that of a starting level employee could be offered a job at starting level wages and benefits. As onerous as this would be, it would seem to comply with the letter of the law in spite of the likelihood that such an offer would be rejected.

To the best of our knowledge *ORS 682.089* has not been tested because no company has ever attempted to circumvent the intent of the statute. We believe that the potential for the need to file suit if this RFP is issued as written in the draft is very real and could result in protracted litigation. Some entity would have to bear the cost of that litigation. Would it be the affected incumbent workers, Teamsters Local 223, the State of Oregon, or possibly even Clackamas County since the County has received notice and not taken adequate action to remedy the potential problem before issuing the RFP?

The BCC expressed a commitment to the incumbent workforce and stated that they did not wish to see the incumbent paramedics and EMTs suffer if AMR is not the successful bidder. The BCC has also expressed that they do not want for a low price to be paid for at the expense of the employees who perform the work. We respectfully and reasonably expect the County to write language into the RFP that will ensure fulfillment of the BCC's

public policy statements on these regards.

We do not believe that the County is prohibited from including language that requires more than is required in ORS Chapter 682. The closest reference to this is found at *ORS 682.031.2* (Local ordinances regulating ambulances and emergency medical services providers) which only requires that the County not require less: "(2) An ordinance of any political subdivision regulating ambulance services or emergency medical services providers **may not require less than is required under...** this chapter or the rules adopted by the Oregon Health Authority under this chapter."

The fact is that *ORS 682.089* is a dog with loose teeth at best. **Therefore, we submit the following language and request that it be included in the RFP:**

Proposer shall make every reasonable effort to afford job opportunities to the incumbent paramedics, EMTs and dispatchers who are interested in continuing employment in the Clackamas ASA EMS system to the extent that positions are available. As this is an important aspect of the analysis of proposals, plans for a smooth transition of the workforce should be detailed.

Contractor is required to recruit and give hiring preference to incumbent paramedics, EMTs and system status controllers (dispatchers) who work in the Clackamas ASA EMS system.

Unless Contractor can show cause that an incumbent employee does not meet Contractor's present requirements for new hires, incumbent paramedics and EMTs may not be replaced except by Contractor employees who meet the following conditions. To qualify as a replacement employee, Contractor employees must presently be employed by the Contractor and have equal licensure and approximately equal greater experience working on a 9-1-1 system ambulance to the incumbent employee who is being replaced.

Unless Contractor can show cause that an incumbent employee does not meet Contractor's present requirements for new hires, incumbent dispatchers may not be replaced by Contractor employees except by an employee who is presently employed by the Contractor as a 9-1-1 system dispatcher and also has approximately equal or greater experience to the incumbent employee being replaced.

Replacement or displacement of any incumbent employee shall be based on the needs of Contractor's operational plan. Should any incumbent employee be replaced by a Contractor employee, such incumbent employee shall be offered equivalent employment in Contractor's operation where the replacement employee had been working. Incumbent employees shall not be replaced or displaced solely for the convenience of any Contractor employee.

We also request that the following be added as a major breach:

A finding by the State agency charged with enforcement or a court of law that Contractor has violated ORS 682.089 shall be grounds for termination of the ASA contract.

Dave Tully,
Business Representative
Teamsters Local 223

Charles Savoie,
Shop Steward for the AMR Bargaining Unit

From: [MacDaniels, Larry](#)
To: [H3S Ambulance Services RFP](#)
Subject: FW: Charlie savoie: RFP for Amabulance Services
Date: Monday, November 19, 2012 3:52:04 PM

Sent to BCC and submitted as comment.

From: BCCMail
Sent: Monday, November 19, 2012 3:49 PM
To: Bernard, Jim; Damon, Jamie; Howatt, Drenda; Lehan, Charlotte; Lininger, Ann
Cc: MacDaniels, Larry
Subject: Charlie savoie: RFP for Amabulance Services

From: Charlie Savoie [<mailto:csavoie2001@gmail.com>]
Sent: Monday, November 19, 2012 3:42 PM
To: BCCMail
Subject: RFP for Amabulance Services

Dear Commissioner,

We have previously stated that we object to issuance of this RFP. Our position on that is unchanged. We believe that the County should continue the current ASA contract with AMR and resolve any issues through a negotiation process.

If the County refuses to reconsider its decision to issue an RFP, at least consider that issuing it on the proposed time line will likely has serious consequences if AMR is not the successful bidder. A lame duck period of about 14 months would be unreasonable and create an untenable condition for AMR.

If AMR were forced to default because staffing cannot be maintained for 14 months, irreparable damage would be done to the company's good name and have a negative impact on future bids for contracts in other counties. Due to the insensibility of the County issuing an RFP so far outside of the customary time frame for issuance of such RFPs, it would not be surprising if AMR were to take legal action against the County in the event that such a default occurred.

Irrespective, how does the County expect AMR to maintain staffing for 14 months when employees believe that they will possibly be replaced when the contract is assumed by another company? We have discussed this with the employees, who are our members, and many will seek other employment if AMR is not the successful bidder because they do not believe that the language in the RFP provides them with adequate protection. If nothing else, please reconsider the language in the RFP and rewrite it to provide better protections for the incumbent employees.

Prior to the draft RFP being written, we submitted language to your agency on behalf of the incumbent paramedics and EMTs represented by Teamsters Local 223. While we appreciate the intent of some of the language in the draft RFP, the current language does not adequately address our concerns and leaves the door wide open for any unscrupulous bidder to win the bid by replacing the incumbent EMS professionals with less experienced and lower paid workers. This would be a disservice to both the

citizens of Clackamas County and to the incumbent employees whose livelihoods would be damaged.

We are gravely concerned that at least one prospective bidder, Metro West Ambulance, will use every loophole that exists in ORS 682.089 to seeming comply with the "letter" of the law while circumventing the "intent" of the law. Therefore, we are again requesting that language be included in the RFP to make circumvention of the statute less possible.

We are entirely convinced that MWA is adverse to hiring the incumbent workforce and will take advantage of any loopholes left open in the RFP to avoid doing so. The owner of Metro West Ambulance has shown he is willing to do anything, including breaking the law, to avoid unionization of his employees. (see <http://mynlrb.nlr.gov/link/document.aspx/09031d4580db916>). Therefore, it is reasonable to expect that MWA will do everything possible to avoid hiring the incumbent employees who are currently unionized and would move quickly to reorganize after being hired by another ambulance service.

1. MWA has a large pool of part-time EMTs and paramedics who work as wheelchair van drivers and as medics for special event stand-bys. Most of these workers have little or no experience in 9-1-1 ambulance transport. They do, however meet the "minimum" staffing requirements as set forth in the draft RFP.

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2. Many of the incumbent paramedics and EMTs have previously worked for MWA. In the past, the owner of MWA, JD Fuiten, has told employees who have quit to take jobs at AMR that he will never rehire them. We are concerned that this could be construed as a per-existing hiring policy and, as such, be considered a valid condition for not rehiring some incumbent paramedics and EMTs.

3. Additionally, ORS 682.089 is silent on what constitutes an legitimate offer of employment. It seems that incumbent employees are only required to be offered employment without restriction on the terms of that offer. In other words, an incumbent employee who currently has 12 years of experience and is receiving wages and benefits that far exceed that of a starting level employee could be offered a job at starting level wages and benefits. As onerous as this would be, it would seem to comply with the letter of the law in spite of the likelihood that such an offer would be rejected.

To the best of our knowledge ORS 682.089 has not been tested because no company has ever attempted to circumvent the intent of the statute. We believe that the potential for the need to file suit if this RFP is issued as written in the draft is very real and could result in protracted litigation. Some entity would have to bear the cost of that litigation. Would it be the affected incumbent workers, Teamsters Local 223, the State of Oregon, or possibly even Clackamas County since the County has received notice and not taken adequate action to remedy the potential problem before issuing the RFP?

The BCC expressed a commitment to the incumbent workforce and stated that they did not wish to see the incumbent paramedics and EMTs suffer if AMR is not the successful bidder. The BCC has also expressed that they do not want for a low price to be paid for at the expense of the employees who perform the work. We respectfully and reasonably expect the County to write language into the RFP that will ensure fulfillment of the BCC's public policy statements on these regards.

We do not believe that the County is prohibited from including language that requires more than is required in ORS Chapter 682. The closest reference to this is found at ORS 682.031.2 (Local ordinances regulating ambulances and emergency medical services providers) which only requires that the County not require less: "(2) An ordinance of any political subdivision regulating ambulance services or emergency medical services providers may not require less than is required under... this chapter or the rules adopted by the Oregon Health Authority under this chapter."

The fact is that ORS 682.089 is a dog with loose teeth at best. Therefore, we submit the following language and request that it be included in the RFP:

Proposer shall make every reasonable effort to afford job opportunities to the incumbent paramedics, EMTs and dispatchers who are interested in continuing employment in the Clackamas ASA EMS system to the extent that positions are available. As this is an important aspect of the analysis of proposals, plans for a smooth transition of the workforce should be detailed.

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We also request that the following be added as a major breach:

A finding by the State agency charged with enforcement or a court of law that Contractor has violated ORS 682.089 shall be grounds for termination of the ASA contract.

Dave Tully,

Business Representative
Teamsters Local 223

Charles Savoie,
Shop Steward for the AMR Bargaining Unit

Spam

Not spam

Forget previous vote

From: Charlie Savoie
To: H3S Ambulance Services RFP
Subject: Emergency Ambulance Services RFP
Date: Monday, November 19, 2012 4:19:25 PM

I apologize for needing to resend this message. The formatting of the previous message became changed during the copy and paste. This version should be easier to read when printed.

Response to the Draft RFP for Ambulance Services in the Clackamas ASA

We have previously stated that we object to issuance of an RFP. Our position on that is unchanged. We believe that the County should continue the current ASA contract with AMR and resolve any issues through a negotiation process.

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If AMR were forced to default because staffing cannot be maintained for 14 months, irreparable damage would be done to the company's good name and have a negative impact on future bids for contracts in other counties. Due to the insensibility of the County issuing an RFP so far outside of the customary time frame for issuance of such RFPs, it would not be surprising if AMR were to take legal action against the County in the event that such a default occurred.

Irrespective, how does the County expect AMR to maintain staffing for 14 months when employees believe that they will possibly be replaced when the contract is assumed by another company? We have discussed this with the employees, who are our members, and many will seek other employment if AMR is not the successful bidder because they do not believe that the language in the RFP provides them with adequate protection. If nothing else, please reconsider the language in the RFP and rewrite it to provide better protections for the incumbent employees.

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Proposer shall make every reasonable effort to afford job opportunities to the incumbent paramedics, EMTs and dispatchers who are interested in continuing employment in the Clackamas ASA EMS system to the extent that positions are available. As this is an important aspect of the analysis of proposals, plans for a smooth transition of the workforce should be detailed.

Contractor is required to recruit and give hiring preference to incumbent paramedics, EMTs and system status controllers (dispatchers) who work in the Clackamas ASA EMS system.

Unless Contractor can show cause that an incumbent employee does not meet Contractor's present requirements for new hires, incumbent paramedics and EMTs may not be replaced except by Contractor employees who meet the following conditions. To qualify as a replacement employee, Contractor employees must presently be employed by the Contractor and have equal licensure and approximately equal greater experience working on a 9-1-1 system ambulance to the incumbent employee who is being replaced.

Unless Contractor can show cause that an incumbent employee does not meet Contractor's present requirements for new hires, incumbent dispatchers may not be replaced by Contractor employees except by an employee who is presently employed by the Contractor as a 9-1-1 system dispatcher and also has approximately equal or greater experience to the incumbent employee being replaced.

Replacement or displacement of any incumbent employee shall be based on the needs of Contractor's operational plan. Should any incumbent employee be replaced by a Contractor employee, such incumbent employee shall be offered equivalent employment in Contractor's operation where the replacement employee had been working. Incumbent employees shall not be replaced or displaced solely for the convenience of any Contractor employee.

We also request that the following be added as a major breach:

A finding by the State agency charged with enforcement or a court of law that Contractor has violated ORS 682.089 shall be grounds for termination of the ASA contract.

Dave Tully,
Business Representative
Teamsters Local 223

Charles Savoie,
Shop Steward for the AMR Bargaining Unit

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From: [David Shrader](#)
To: [H3S Ambulance Services RFP](#)
Subject: Re: Dave Tully: Letter from AMR to Teamsters Local 223
Date: Tuesday, November 20, 2012 8:51:55 AM

Thanks Larry. Predictable responses from AMR and the union.

David A. Shrader

David A. Shrader, President

The Polaris Group

EMS & Public Safety Consultants

273 North Dogwood Trail

Southern Shores, NC 27949

252-441-8844 Direct Voice

252-441-8856 Fax

252-255-8262 Cell

dshrader@thepolarisgroup.org

www.thepolarisgroup.org

On Nov 20, 2012, at 11:14 AM, H3S Ambulance Services RFP
<AmbulanceRFP@co.clackamas.or.us> wrote:

From: MacDaniels, Larry
Sent: Monday, November 19, 2012 10:41 AM
To: H3S Ambulance Services RFP
Subject: FW: Dave Tully: Letter from AMR to Teamsters Local 223

From: BCCMail
Sent: Monday, November 19, 2012 9:10 AM
To: Bernard, Jim; Damon, Jamie; Howatt, Drenda; Lehan, Charlotte; Lininger, Ann
Cc: MacDaniels, Larry; Wheeler, Steve
Subject: Dave Tully: Letter from AMR to Teamsters Local 223

From: Dave Tully [<mailto:dtully@teamsters223.com>]
Sent: Friday, November 16, 2012 2:29 PM
To: BCCMail
Subject: FW: Letter from AMR to Teamsters Local 223

Dear Commissioner's'

Please take the time to read this letter that was sent to Teamsters Local 223. We believe that the emphasis of 20% of the points in the current RPF is going to drive our employer AMR to ask for **significant wage and benefit reductions** to compete with the Non-Union employers that will be bidding on this RFP.

We cannot allow this to happen. Teamsters Local 223 asks the Commissioner's to either pull the RFP and let the new Board take it up if they so choose to, or lower the percentage of points to 10% so that our Union employer and this Local Union does not have to move into such a drastic measure.

Thank you for your time in this very important matter.

Sincerely,

David A. Tully
Labor Representative
Teamsters Local 223
O- (503)256-5995
C- (503)310-2246
F- (503)253-2187

To: dtully@teamsters223.com
Subject: Message from Oce Copier

<SOce Copier12111612540.pdf>

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From: [Tom O'Connor](#)
To: [H3S Ambulance Services RFP](#)
Cc: [Ted Kunze](#); "doc@daviesclinic.com"
Subject: Emergency Ambulance Services RFP - Canby Fire Comments
Date: Tuesday, November 20, 2012 11:28:28 AM

Canby Fire District comments on the Draft RFP are below. Thank you.

Tom O'Connor
Division Chief, Operations
Canby Fire District
503-266-5851

-Canby Fire District remains opposed to an ambulance RFP process at this time and has stated this to the Clackamas County BCC. We believe a contract extension for the existing ambulance provider was and still remains a better option.

-That being said, we realize the RFP process is moving forward. Since everyone has stated they are happy with the operational performance of the current ambulance provider, the only purposes of an ambulance RFP at this time are an attempt to greatly improve the EMS system and potentially control costs.

-Canby Fire believes it is NOT the primary responsibility of the contracted ambulance provider to fix the myriad of communication and operational issues that currently exist in Clackamas County. Leadership from the County and a collaborative approach amongst all agencies – including the contracted ambulance provider – are paramount to improving the EMS system in Clackamas County (once again, we strongly believe this could be accomplished without an RFP).

-Contrary to some other opinions, Canby Fire believes pricing is a LOW priority in the RFP and should be reduced to no more than 10% of the scoring criteria. With Medicare reimbursement restrictions, a significant difference in “full retail” ambulance service price point does not translate into a significant real dollar difference anyway.

-Canby Fire believes operational integration with neighboring ASAs is also important and should be mentioned in the RFP.

-Canby Fire strongly believes that when it comes to EMS, experience matters. We would like both the mean and median tenure of RFP respondent pre-hospital ALS personnel given far greater weight under Scoring Criteria Section IV, Clinical Performance.

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From: Geiger, Chris
To: H3S Ambulance Services RFP
Subject: Emergency Ambulance Services RFP
Date: Tuesday, November 20, 2012 12:05:26 PM

Minor correction: Page 39 references "Air Life of Oregon" but that name no longer exists. The new helicopter operator in Bend at St. Charles Medical Center is "AirLink Critical Care Transport."

Chris S. Geiger
Captain-Paramedic
EMS Officer | Emergency Medical Services
direct: 503.742.2645
main: 503.742.2600



To Safely Protect & Preserve
Life & Property

CLACKAMAS FIRE DISTRICT #1
www.clackamasfire.com

Please note my new email address: chris.geiger@clackamasfire.com

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From: Karl Koenig
To: H3S Ambulance Services RFP
Subject: RFP Comments
Date: Tuesday, November 20, 2012 1:48:59 PM

Clackamas County Staff and Purchasing Departments,

Thank you for the opportunity to comment on the Draft Request for Proposal regarding the Ambulance Service Area Plan.

As a Paramedic firefighter in Clackamas County since 1989 i have worked under, administered and maintained the current system we work under I think I am uniquely qualified to comment on this draft document. I am the current President of the Clackamas County Fire Fighters Union IAFF Local 1159.

1. We believe the scoring specifics could benefit from some minor reallocation of point values we would propose removing some areas of redundancy and allocating those points to the fire service partnership area of the RFP found in Section VII. As an example the Points awarded for Incumbent workforce training in Section IV could be joined with the training of the first responders. Those points then "freed up" and potentially awarded to the bidder for further integration of the system. All EMT/Paramedic Training is specific to the level of certification not public or private, paid or volunteer . The system currently shares training responsibilities within the Multi Agency Training (MAT)Format with great success.
2. As a provider and program manager the FIre Agencies spend countless hours devising system replacmenet plans when the employees are in lengthy and usually contentious contract negotiations. Our recommendation in Section IV is to allocate points for employee/employer workplace disagreement resolution process and award accordingly for the application of a formal contract resolution course that assures the public ambulances will be in place in the event of a work stoppage or slow- down.
3. In Section VI, the "control" should be with the PSAP. As a Captain and a proponent of safety having the call information go through the PSAP directly to the responding units is an absolute minimum. Our current model has one responder on company and the public resources on the PSAP assigned channel. The fact a catastrophe has avoded our system to date is a miracle. The County should know "where it dedicated resources are at all times". AVL was contractually required information in September of 2007 and still is not im=n place for the County to "See". This must be addressed.
4. Whatever comes of this process, the contract compliance of the awarded bidder must be enforced. Our current agreement is ambiguous in terms of language and leaves too much leeway for misinterpretation. Once the award is made and the details of the contract are sorted out, the remaining stakeholders should have a seat in the transition discussions, implementation strategy and conflict resolution process.

Good Luck in your evaluations of the proposals. We hope our submissions make the system better, accountability, innovation and getting those who need help the best possible service we can give.

Thank you,

Karl Koenig
Local President
IAFF Local 1159
Professional FIre Fighters Association of Clackamas County

--
BEGIN-ANTISPAM-VOTING-LINKS

From: David Shrader
To: H3S Ambulance Services RFP
Subject: Re: RFP Comments
Date: Tuesday, November 20, 2012 6:28:46 PM

Interesting counter to the AMR/Teamster point of view.

David A. Shrader

David A. Shrader, President

The Polaris Group

EMS & Public Safety Consultants

273 North Dogwood Trail
Southern Shores, NC 27949
252-441-8844 Direct Voice
252-441-8856 Fax
252-255-8262 Cell

dshrader@thepolarisgroup.org

www.thepolarisgroup.org

On Nov 20, 2012, at 9:26 PM, H3S Ambulance Services RFP
<AmbulanceRFP@co.clackamas.or.us> wrote:

-----Original Message-----

From: Karl Koenig [<mailto:local1159@mac.com>]
Sent: Tuesday, November 20, 2012 1:49 PM
To: H3S Ambulance Services RFP
Subject: RFP Comments

Clackamas County Staff and Purchasing Departments,

Thank you for the opportunity to comment on the Draft Request for Proposal regarding the Ambulance Service Area Plan.

As a Paramedic firefighter in Clackamas County since 1989 i have worked under, administered and maintained the current system we work under I think I am uniquely qualified to comment on this draft document. I am the current President of the Clackamas County Fire Fighters Union IAFF Local 1159.

1. We believe the scoring specifics could benefit from some minor reallocation of point values we would propose removing some areas of redundancy and allocating those points to the fire service partnership area of the RFP found in Section VII. As an example the Points awarded for Incumbent workforce training in Section IV could be joined with the training of the first responders. Those points then "freed up" and potentially awarded to the bidder for further integration of the system. All EMT/Paramedic Training is specific to the level of certification not public or private, paid or volunteer . The system currently shares training responsibilities within the Multi Agency Training (MAT)Format with great success.

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3. In Section VI, the "control" should be with the PSAP. As a Captain and a proponent of safety having the call information go through the PSAP directly to the responding units is an absolute minimum. Our current model has one responder on company and the public resources on the PSAP assigned channel. The fact a catastrohe has avoded our system to date is a miracle. The County should know "where it dedicated resources are at all times". AVL was contractually required information in September of 2007 and still is not im=n place for the County to "See". This must be addressed.

4. Whatever comes of this process, the contract compliance of the awarded bidder must be enforced. Our current agreement is ambiguous in terms of language and leaves too much leeway for misinterpretation. Once the award is made and the details of the contract are sorted out, the remaining stakeholders should have a seat in the transition discussions, implementation strategy and conflict resolution process.

Good Luck in your evaluations of the proposals. We hope our submissions make the system better, accountability, innovation and getting those who need help the best possible service we can give.

Thank you,

Karl Koenig
Local President
IAFF Local 1159
Professional FIRE Fighters Association of Clackamas County

--

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From: [Geiger, Chris](#)
To: [H3S Ambulance Services RFP](#)
Subject: Emergency Ambulance Services RFP
Date: Wednesday, November 21, 2012 11:13:55 AM
Attachments: [RFP Comments FINAL.docx](#)

Attached are recommended language changes and content improvements to the proposed (draft) RFP for emergency ambulance services from the Clackamas ALS Consortium.

Thank you,

Chris S. Geiger

Captain-Paramedic

EMS Officer | Emergency Medical Services

direct: 503.742.2645

main: 503 742 2600



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Life & Property*

CLACKAMAS FIRE DISTRICT #1
www.clackamasfire.com

Please note my new email address: chris.geiger@clackamasfire.com

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November 21, 2012

Clackamas County Board of County Commissioners
2051 Kaen Road
Oregon City, OR 97045

Dear Commissioners:

Please accept the enclosed comments on the language of the draft Emergency Ambulance and Advanced Life Support Services for Clackamas County "Request for Proposals" (RFP) released on October 31st. As providers of public emergency services in Clackamas County, we believe that ambulance transportation is a critical component of the existing emergency medical services system. Our public fire agencies collectively respond to the vast majority of medical emergencies within the Clackamas Ambulance Service Area (ASA). We believe this affords us a unique perspective of what an effective ambulance service contract should contain.

The provision of compassionate, skilled and professional patient care is an extremely human endeavor, requiring a team approach of integrated resources. We believe that the current draft RFP could expand patient care, decrease costs, and increase resource utilization by providing a "systems approach" between the ambulance contractor and the public fire first responder agencies. If the RFP were enhanced to include these system components, rather than a modification of the original 2006 document, we could collectively improve the current systems as well as the system design of the future. As the RFP exists right now, it does not adequately reflect nor require effective coordination, communication, or deployment of ambulance and public fire agency resources.

The RFP should value creativity and reward innovation, while at the same time discouraging both complacency stagnation. Our collective assertion is that the proposed ambulance services contract should address not only the fiscal and business interests of the successful proposer, but also represent and protect the EMS system needs of the stakeholder agencies as well.

We respectfully request consideration of our recommended changes and additions to the specific RFP document subsections. If adopted, these improvements will complement the existing contractual language which will only then provide for seamless, coordinated, and integrated patient care being delivered to the citizens of Clackamas County.

1. Deployment & Resource Integration

The RFP has completely failed to address deployment and resource integration between public and private providers as requested by the ALS Consortium in several venues. Section VIII, B, entitled "Creative Proposals to Enhance Provider/First Responder Partnerships," does not create the needed emphasis to actually recognize, understand and leverage the already deployed public EMS infrastructure that exists within Clackamas County. The Consortium agencies believe that this is a monumental oversight of the design of the RFP and will result in the continued duplication of public/private resources and a significant delay in implementing necessary efficiencies in the system with no resulting improvements to our patients' care, or health and no substantive cost reductions for the patients themselves or the healthcare system.

We respectfully request that the draft RFP be reconstructed in a manner that actually will allow the public and private emergency service providers a chance to provide the most cost effective and most efficient emergency services system we can. We strongly believe it is what our citizens and communities expect. Finally, please reference the original ALS Consortium letter dated July 24, 2012 to see the specifics of our request.

2. Training Integration

Our belief is that the draft RFP language falls short of the training goals stated in both the ASA Plan and ALS Consortium recommendations. To reinforce this foundational block of an integrated system, the proposed language in this section needs to be strengthened. The title of this section should be changed from "Support of First Responder In-Service Training" to "Integration of Emergency Medical Services Training." Beyond just "...offering joint EMS training..." we believe the RFP should contain language such as: *"The ambulance contractor must participate in joint training (e.g. multi-agency training, skills maintenance, development of mobile simulation capabilities) with first responders at a minimum of two times per year."* There should also be language to require cooperation with future efforts to meet the training needs of the healthcare transformation.

The RFP appears to follow past boiler plate language focusing on "supporting" first responder EMT recertification as the main purpose. This language would allow successful proposers to meet minimal intent by simply publishing their training calendar and assisting with one joint-training session per year, and then only relying on some outside agency's conference every other year. We contend that this language is unacceptable and does not fulfill the goals of the ASA Plan just revised this year.

3. Equipment Integration

To enhance scene coordination and ultimately improve patient care, a higher level of equipment interoperability between first responders and the ambulance contractor should be required in the RFP. We think that priority should be given to proposers who commit to utilize medical equipment consistent with standards established by public fire agency first responders. This requirement on the part of the proposer would reduce mistakes and confusion on the scene by and between ambulance and first responder paramedics. Examples include medication packaging, oxygen and airway devices, and trauma management equipment.

As you may know, a group of agencies are currently in product trials of cardiac monitors for field use. We anticipate that committee will make its recommendation in the next three months. That is why we suggest that language be added to this RFP that requires the successful proposer to provide and use on its ambulances the specific cardiac monitor currently being determined by the multi-agency Cardiac Monitor Task Force.

4. Public Education Integration

We believe that language in the RFP should require the ambulance provider to integrate its public education efforts with those of the public fire agencies. In addition, and regardless of being a private or public agency, overall EMS messaging and public education efforts, (such as drowning prevention, AED use, CPR, and first aid) should be coordinated with the larger healthcare messages that exist in the region.

5. Data Integration

We strongly believe that only through a model establishing an integrated data structure can the system truly progress. The consortium, therefore, recommends that the successful proposer establishes the *infrastructure* necessary to aggregate clinical data. That means that the proposer must establish the infrastructure for data interface with the county that would both capture all ambulance data and allow for first responders to integrate their data into a single data set. To be most effective, the aggregated data should be kept with the county. The county can provide incentives through the system enhancement fund or through other options that facilitate integration of first responder and hospital data. However, that process can only be successful if the county *requires* that the proposer establish the data infrastructure rather than create a "goal" for data integration.

6. Communications & Technology Integration

Language regarding the integration of communications activities should be stronger. The PSAPs should be tasked with dispatching ambulances and all communications should go through the PSAPs to avoid communications issues. We recommend that the ambulance dispatch activities should be limited to non-9-1-1 responses and setting up posting sites, and those ambulances should be on the PSAP CAD system(s).

The mutual aid plan for ambulances should be strict and clear to ensure the closest ambulance resources are dispatched. Additionally, there should be transparency both as a plan and real time that shows how mutual aid is going to be accessed. The EMS system needs to know the ambulance availability in real time. Plans to use fire-based ambulance and adjoining ASA units should be explicit.

The current PSAPs have separate medical directors from the county medical director. This is not mentioned in RFP. The language on medical direction has been changed from the ASA plan whereby the EPAB and the county medical director worked by consensus and the EPAB having not just an advisory role. This is a subtle but significant change.

Further, we believe that there needs to be stronger language and specific examples of innovative EMS strategies such as community paramedics, alternate transport destination, and alternate responses in conjunction with public fire agencies and public health that are strongly encouraged in the RFP.

7. Compliance Integration

We believe the proposed architecture of the Clackamas County EMS System is flawed. From the graph on page 35 of the current draft RFP document, we identify inherent operational silos between public and private resources. The governance and compliance model does not represent what we need in this county for true county-wide EMS system integration.

Furthermore, this architecture does not create a compliance model that supports tangible outcomes, better patient health with cost reductions. It appears largely that the RFP architecture is a "same as" model and that means that a traditional time and distance standard will be the only measure of compliance. Again, we respectfully request a complete re-evaluation of what is needed in a governance and compliance model that supports county-wide EMS system integration that includes response times but also other innovative components to improve patient care.

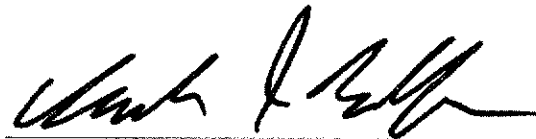
8. EMS System Integration for the Future

As stated in our July 24, 2012 letter to the BCC, the ALS Consortium believes that our agencies have been instrumental in working with healthcare systems and others to establish sustainable, resilient, and scalable EMS response systems. Our goal is to integrate systems within the new community care organizations and health care providers to ensure that all of our citizens has access not only to emergency care, but also preventative services, chronic illness management pathways, health education, and long-term health management.

On behalf of the Clackamas ALS Consortium – Clackamas County Fire District #1, the City of Lake Oswego Fire Department, and Tualatin Valley Fire & Rescue, we would like to thank you for considering our comments. Working together, we have a crucial responsibility and unique opportunity to create an integrated EMS system that better serves providers, communities, workers, and patients.

Sincerely yours,

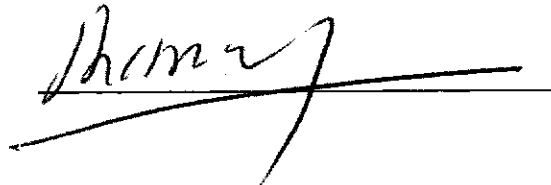
Clark I. Balfour
Board President
Tualatin Valley Fire & Rescue



Ed Wilson
Fire Chief
Lake Oswego Fire Department



Thomas Joseph
Board Chair
Clackamas Fire District #1



Cc: Mike Duyck, Fire Chief, Tualatin Valley Fire & Rescue
Sally Moncrieff, City Councilor, City of Lake Oswego
Fred Charlton, Fire Chief, Clackamas Fire District #1

From: Gary McQueen
To: H3S Ambulance Services RFP
Subject: Emergency Ambulance Services RFP
Date: Wednesday, November 21, 2012 11:28:24 AM

Good morning,

I am offering these comments only in my position as the fire chief in Sandy. As the Fire Defense Board Chief, I have not asked for nor have I been directed by the FDB to present comments as its representative.

1. One-year extensions seem a bit short, especially for the work involved in proving that conditions are being met. Would two year extensions allow for better planning for everyone?
2. General Information, A. Page 32. RAT and Water Rescue are vague in comparison with some areas that are incredibly detailed, such as the Dispatch Computer described on P. 58. I understand that the proposer might have ideas that make the current RAT and water rescue programs better, but to have no details seems too vague.
3. EMD system. The system in use for most of Clackamas County is ProQA. LOFD uses a different EMD program. Is there enough detail there to account for comparing how the proposers intend to integrate with those programs? I don't know if it is even possible to do.
4. Records – PP 59 – 60. I believe there are at least three different RMS systems in place among all of the fire users. Our new CAD system will likely have a different one a few years from now. I am concerned if we end up with a fourth system. All of them require a different path to CAD, which is expensive. There may need to be some language regarding compatibility at least within the Clackamas ASA.
5. P. 62. Mutual Aid – It should it address that the proposer must indicate at what point they will call for mutual aid. Agencies on the east end especially would be impacted by delays.
6. P. 64 Deployment. Consider notifying dispatch when at level 1, before we hit level zero.
7. P. 66 Treatment of Incumbent Workforce. Will the proposer be required to indicate specifically how they will comply with this section and Oregon law?
8. P 81, Scoring Criteria, Pricing. I feel that pricing is weighed too heavily. I fear that any contractor could lose a good proposal based on just a few dollars difference. I don't believe that pricing alone should exceed the value of the individual Quality elements. I would suggest that Pricing does not exceed 200 points in value.
9. In the case of a contractor that abandons the ASA, is there a provision for using their ambulances so the County can implement an emergency plan to take over? It may be there, I just didn't see it.

Thank you for the opportunity to comment.

Gary

*Chief Gary McQueen, EFO
Sandy Fire District*

Sandy, Oregon

503-668-8093

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From: [Noble, Trish](#)
To: [H3S Ambulance Services RFP](#)
Subject: Emergency Ambulance Services RFP
Date: Wednesday, November 21, 2012 2:21:36 PM
Attachments: [Clackamas County RFP Emergency Ambulance Services Please Send Updates.pdf](#)
[Clackamas County RFP Emergency Ambulance Clarification of Requirements.pdf](#)

Hello Lane,

Please see the attached documents for you review.

Thank you,

Tricia Noble

Clackamas Fire District 1

www.clackamasfire.com

Administrative Technician - EMS Division

11300 SE Fuller Road, Milwaukie, OR 97222

trishnob@ccfd1.com | Office - 503.742.2959 | Fax - 503.742.2800



CLACKAMAS FIRE DISTRICT #1

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Clackamas Fire District #1



November 1, 2012

Lane Miller, Purchasing Manager
Clackamas County Purchasing
2051 Kaen Road
Oregon City, OR 97045

RE: Clackamas County RFP for Emergency Ambulance Services

Dear Mr. Miller:

As chair of the Clackamas ALS Consortium, I wish to thank you for posting the Emergency Ambulance RFP and its appendices on the Clackamas County website. Please accept this letter as a request to receive notifications, updates and other supplemental information related to the Clackamas County RFP for Emergency Ambulance Services on behalf of the Clackamas ALS Consortium.

As a significant stakeholder in the process, the ALC Consortium is very interested in closely tracking the RFP and its subsequent contracting process. Further, because the RFP references the Consortium, it is imperative that the Consortium remain intimately familiar with changes to the document or to the process. Therefore, please send updates and supplemental information to:

Karen Strejc, Executive Assistant
Clackamas Fire District #1
11300 SE Fuller Road
Milwaukie, OR 97222
Direct: (503) 742-2646
Facsimile: (503) 742-2800
e-mail: karen.strejc@clackamasfire.com

As always, should you have any questions or require additional information, please do not hesitate to contact me.

Regards,


Kyle R. Gorman, Chair
Clackamas ALS Consortium

cc: Fire Chief Fred Charlton, Clackamas Fire District #1
Fire Chief Mike Duyck, Tualatin Valley Fire and Rescue
Fire Chief Ed Wilson, City of Lake Oswego Fire Department

Clackamas Fire District #1



November 20, 2012

Clackamas County Board of County Commissioners
2051 Kaen Road
Oregon City, OR 97045

Dear Commissioners:

Thank you for your commitment to move forward with an RFP for ambulance services in Clackamas County. Clackamas Fire District recognizes that the ambulance contracting process creates a highly-charged political environment and the commissioners have taken a leadership role in continuing to move forward. We believe this is the right decision.

The recently released RFP for ambulance service provides the framework for the proposed EMS system design, and as is typical in Oregon ambulance contracting it tends to be "ambulance centric". The Fire District believes that this process affords a unique opportunity to create a system-centric design of which the ambulance provider is just one component.

Please accept this letter as the Fire District's comments on the ambulance RFP. Generally, we think that the document is very large in scope and as such some confusion about components is likely and even expected. In other areas, we think there is an opportunity for more clarity or more strategic direction by the board.

The Evergreen Contract

Clackamas Fire generally supports the concept of an "Evergreen Contract" which we think could provide more stability over the long term. However, an Evergreen Contract comes with inherent problems that we believe should be addressed at this point in the RFP development process.

One flaw in the evergreen contract is that the agreement is evergreen only for the provider—not the county. When the terms of the contract are established, say in 2013, the contractor may find itself having to meet 2013 standards in 2025, 2030 or 2040. We believe that this is insufficient to provide for advances in technology, medical practice, or service delivery methods. We recommend either of two potential components of the evergreen contract.

1. Provide a way for the performance requirements to grow as the system grows. Either the requirements become more restrictive over time, the provider must complete specific provisions of the contract prior to an extension being granted (such as AVL integration), or the provider contributes a fixed percentage of gross revenues back to the system to pay for system improvements (equipment standardization, data integration, and so on).
2. Install within the contract specific mile markers that provide the county with the option not to renew, irrespective of the performance of the contractor. For example, the county could elect not to renew at years 10, 15, 20 and every year thereafter. As such, at year 10, if the county were to determine that sufficient healthcare system changes had taken place, it could elect to not renew for year 15.

3. Consider the ambulance contractor's success in integrating the EMS system according to the options identified in the Clackamas ALS Consortium's July 24, 2012 letter. Without measurable and progressive progress toward integration, there would be no additional contract extensions.

Price

We disagree with the recommendation that price be limited to only 20 percent of the total scoring of the proposals because theories upon which that recommendation was made are flawed. We originally recommended that price be scored to a level of approximately 35- to 50-percent of the total score; however, the county could improve the RFP and still maintain high levels of clinical quality by making some increases to the scoring value for price. We now recommend that the county change the scoring for price to 30 percent of the total score by reducing the points in the following areas:

1. Reduce control center operations by half, from 200 to 100 points. Because public safety dispatch agencies provide the call screening and criteria-based dispatch system, there is no need to have control center operations equal to human resources. Savings 100 points.
2. Reduce clinical credentials of field personnel from 50 to 40 points. Because field providers are required to be credentialed, and virtually all field providers are credentialed to their appropriate certification level, there is no need to make this section worth 25 percent of the entire category. Savings 10 points.
3. Eliminate the performance security point system from 40 points to zero points. Because the recommended form of security will gain all of the points, all reasonable and responsible bidders will bid the security form providing the highest number of points. Therefore, make the preferred performance security option a requirement rather than providing points in the evaluation process. In other words make it a pass-fail option. Savings 40 points.

By making these modest changes, the system will achieve its goal of lower cost, while having virtually no impact on clinical outcomes.

The consultant commented that increasing the scoring for price will cause the bidders to reduce their commitment to clinical quality measures. Even if this were true, it assumes that proposals offering clinical upgrades actually improve patient outcomes. Proposals offering clinical upgrades are often baseless proposals that commit to clever sounding, but medically weak improvements. Clinical upgrades focused on integrating EMS system components, such as described in the Clackamas ALS Consortium letter of November 21, 2012, could be beneficial and those are scored in other areas.

Further, the recommendation assumes that the pricing of an ambulance proposal is based solely on cost. Of course, the bidders' costs are always a consideration; however, bids are often based on many other factors, such as investors' requirements on return, on the market pricing for competitors services, and on the provider's ability to achieve reimbursement for services.

Third, an increased emphasis on price focuses bidders' attention on just those things that are really important. If the commissioners require a higher focus on pricing of proposals, we believe that the system will benefit because unsubstantiated clinical proposals will be eliminated in favor of those priorities that really make a difference.

Clarification of Requirements

It is clear from the last few years of ambulance service that performance can only be enforced if there is a penalty attached to non-performance. Clackamas Fire is concerned that a number of requirements posed in the RFP have no penalty attached. As such, the county must decide how to penalize contractors who fail to meet the contractual requirements of the RFP. As just two examples,

1. In section P of the scope of work, an internal culture of safety is required but with no performance penalties for failing to meet the requirements.
2. Similarly, in Section O of the RFP, there are requirements to meet mutual aid commitments. A penalty should be required for failing to meet the requirements.

We recommend that the county review the RFP in its entirety and describe the penalty for failing to meet each requirement of the RFP. Penalties must be established to ensure compliance by the provider, because without penalties the provider may not perform. We recommend any of the following three options for penalties for each requirement of the RFP: 1) loss of extension, 2) liquidated damages, or 3) breach.

While these are just a few of the specific comments related to the RFP, there are many more that time does not permit us to include. Regardless, we ask that you consider these requests carefully because we believe that they will provide substantial improvements to the RFP process as well the resulting contract.

As always, if you should have any questions or if you should require additional information please feel free to contact me at (503) 742-2778.

Warmest Regards,



Frederic Charlton, Fire Chief

cc: Lane Miller, Clackamas County Purchasing Manager

From: Cozzie, Bob
To: H3S Ambulance Services RFP
Subject: Emergency Ambulance Services RFP
Date: Wednesday, November 21, 2012 3:18:43 PM

Page 56 – under item 4, 3rd paragraph. "Contractor and CCOM supervisory personnel will cooperate in the resolution of problems and disputes." Is written twice in the same paragraph – redundant.

Thank you,
Bob Cozzie, Director
Clackamas County Communications (CCOM)
2200 Kaen Rd.
Oregon City, OR 97045
503-723-4875
www.clackamas911.org

Mission, Vision, Values:

Clackamas County 9-1-1 provides superior public safety dispatch services in a skilled, expedient and respectful manner to the citizens and agencies we serve. With a commitment to excellence and through continuing education and improved technology, we help save lives, protect property and proudly know we make a difference.

SERVICE, RESPECT, TRUST, UNDERSTANDING

From: [David Landstrom](#)
To: [H3S Ambulance Services RFP](#)
Cc: [Erin Miller](#); [David Landstrom](#)
Subject: Emergency Ambulance Services RFP
Date: Wednesday, November 21, 2012 4:01:35 PM
Attachments: [0379_001.pdf](#)

To whom it may concern attached is out letter of concern regarding the current draft RFP.

Regards,

David A. Landstrom
Clackamas County

Metro West Ambulance

Serving Oregon and Southwest Washington

Email: david.landstrom@MetroWest.fm

Phone: 503-648-6658 Mobile: 503-957-0169



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METRO AMBULANCE
WEST

November 21, 2012

Lane Miller, Purchasing Manager
Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045

Dear Mr. Miller,

We are concerned with the current bond amount. Based on the tri-county region populations, call volume and current bonds the Clackamas ASA letter of credit provision is too high.

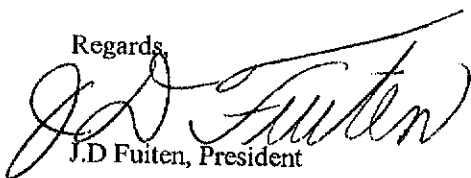
I understand that the consultant said the reason the letter of credit amount was set at \$2.5 million was to have a 3-4 month backup of revenue. However, it would make more sense to utilize the population of the other counties and their comparisons in order to make a decision on what a reasonable letter of credit amount is for Clackamas County.

Multnomah County has double the population of Clackamas County and is about a \$43 million dollar a year contract. Their letter of credit is set at \$2.75 million.

Washington County's population is 25% higher than Clackamas County and it's contract value is a little larger than Clackamas County but their letter of credit is much lower (it's an incremental increase plan it's currently \$700,000 now, on January 1, 2013 it will be \$800,000 on July 1, 2015 it will be \$900,000 and on January 1, 2017 it will be \$1 million).

The last time the County (Clackamas) issued an RFP it was a \$1.5 million letter of credit that you could satisfy with a combination of methods. Why not use that again?

Regards,



J.D. Fuiten, President
Metro West Ambulance

From: Charlie Savoie
To: H3S Ambulance Services RFP
Subject: Emergency Ambulance Services RFP
Date: Wednesday, November 21, 2012 5:59:17 PM

I must apologize for the previous email which contained typos and the confusion that might have been caused by the switching of the Bidders A and B were in the last part. Please use this email.

Response to Draft RFP (part 2)

On 11/19/12, we sent part 1 of our response to the draft RFP. In part 1, we focused on conditions related to replacement of incumbent paramedics, EMTs and dispatchers. The language that we have requested to be included is intended to serve a twofold purpose. It is intended to ensure that the citizens of Clackamas County will continue to receive emergency medical care that is provided at a level that is approximately the same as that which is provided by the experienced professionals who currently serve them. It is also intended to increase the likelihood that the incumbent employees will continue to have employment in either Clackamas County or in the successful bidder's other operations.

This leads into part 2 of our response where we focus on wages, benefits and price. The Clackamas Board of Commissioners have stated that they want "an apples to apples bid" and that they do not want "a bid price that is lower at the expense of the workers who provide the service". We do not believe that this was just high rhetoric. We believe that the BCC expected, just as we did, for these "desires" to be effectuated by the conditions that are **required** by the language in the RFP.

We request that the following be included in the RFP in addition to the previous language that we submitted in part 1 of our response regarding replacement and hiring of the incumbent employees:

Contractor shall offer and pay incumbent paramedics, EMTs and dispatchers, who are eligible for hire by Contractor's company, annual wages equal to those that they are currently paid. Contractor shall also offer and give health care and other fringe benefits to incumbent paramedics, EMTs and dispatchers, who are eligible for hire by Contractor's company, the same as if they were current employees transferring from one operation to another within Contractor's company.

Unless all of the language that we have submitted in part 1 of our response and above is included in the RFP, it is possible for bidders other than the incumbent provider to circumvent the intent of not only ORS 682.089 but the leveling effect that was intended by the requirement that bidders equal or exceed the "average" of current wage scales.

Without the language above, it is possible for a low price to be bid based on cost shifting that can be achieved even if a Contractor were to move their most experienced employees to Clackamas County. The Contractor could simply "offer" incumbent employees work in one of the company's other operations with conditions as onerous as they choose. Those conditions could potentially be at the lowest starting wage and without health care benefits.

This would result in significant economic damage to the incumbent employees. Alternatively, it could cause incumbent employees who are made such an offer to decline employment. This would in turn allow the Contractor to back-fill positions left

open in other operations with workers who are paid less than the incumbent employees with the most experience.

In either case, the resulting labor cost savings would allow bidders other than the incumbent provider to actually increase profits for the company while lowering the bid price on this RFP. The incumbent provider would be at a significant bidding disadvantage because they cannot take advantage of such a cost shifting strategy.

If Clackamas County does not take the actions necessary to prevent such an outcome, it is complicit in a process that allows a low bid price be achieved, not by a more efficient business model but rather by exploitation of workers.

Some might argue that a proposal based on a such strategies would receive fewer points in the "quality" sections than the incumbent provider's proposal. How many fewer points would be awarded would depend on how cleverly the bidder wrote their proposal. The fact is that the points awarded for the "quality" sections are largely subjective and it is highly improbable that any bidder's proposal will contain anything that will make such strategies transparent.

We appreciate to intent of the current wage scale minimum requirement. However, benefits such as health insurance, holiday pay and paid vacation / sick time that are provided are not required to match those of the incumbent provider.

The incumbent provider, whose employees we represent, is at a substantial bid price disadvantage because of the differences in the benefits provided to the incumbent employees vs employees at other prospective bidders. While bidders who propose lesser benefits will be awarded fewer points, how many fewer will be based on the evaluators' "assessment of of the relative strengths of competing proposals". There is no method specified in the evaluation process of the RFP that requires that any formula to be followed that is based on objectively measurable factors.

Furthermore, the difference in the number of points that might be awarded for compensation and benefits is swamped by the ratio of those points to the number of points that will be awarded for price. Consider this "apples to apples" example:

1. Bidder A proposes an "average" compensation package that is 30% less than that proposed by Bidder B. Bidder A is awarded 56 (30% fewer than points the maximum) for compensation and benefits and bidder B is awarded the maximum 80 points.

2. Bidder A offers a price of \$500 and Bidder B offers a price of \$600 (based on a 30% higher compensation and benefits package with a labor cost that is about 65% of net revenues). Under the formula in the draft RFP, Bidder A receives 300 points for price and bidder B receives 250 points.

3. Bidder A wins by 24 points even though each bidder was awarded points that were mathematically proportionate for both categories. Is this the outcome that the BCC had in mind when they made the statements that are referenced in the second paragraph of this letter?

There are several possible solutions that would result in the points to be awarded in a ways that more closely reflect the desires" stated by the BCC. The simplest would be to reduce the proportion of points awarded for price relative to the total number of points awarded.

Another more complicated but fair solution would be to change the method of calculating the points to be awarded for price to include a factor that apportions the points to be awarded for price based on differences in "average" compensation packages.

We believe that such a formula is feasible. Every bidder develops their price based, in substantial part, on an estimate of their labor costs. These costs are calculated based on the actual wages and benefits that they intend to pay the employees who will perform the contract and the number of employees that they intend to use to fulfill the contract requirements. Therefore, bidders should easily be able to provide an "average" compensation cost per employee if required to do so.

One possible formula would look like this:

1. 65% of the points for price would be awarded based on the "average" compensation (labor) cost per employee in each bidder's proposal. The maximum number of points would be awarded to the bidder with the highest "average" compensation cost (Bidder B). Points would be awarded to each other bidder proportionately. If Bidder A proposes an "average" labor cost that is 70% of Bidder B's that bidder would receive 70% as many points as bidder B for this part of the price points.

2. The remaining 35% of the price points would be awarded the same as in the draft RFP.

3. The two parts would be added together to determine the total points each bidder would be awarded for price.

Dave Tully,
Business Representative
Teamsters Local 223

Charles Savoie,
Shop Steward for the AMR Bargaining Unit

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From: Tom O'Connor [<mailto:toconnor@canbyfire.org>]

Sent: Tuesday, November 20, 2012 2:48 PM

To: Tom O'Connor; Craig Loughridge; Craig Warden MD; David Siegel MD; Bush, Nancy; Pontine Rosteck; Richard Newton; DesJardins, Ryan; Shawn Burns; Steven DeHart; Vince Stafford

Cc: Swift, Richard; Stevens (DC), Mark A

Subject: Copy of EMS Council RFP Comments

EMS Council Members:

Based on our discussion at the 11/13 EMS Council meeting, I submitted the below comments to the County today on behalf of the EMS Council (I also submitted a separate set of comments from the perspective of Canby Fire). The comments window closes tomorrow afternoon.

Regards,

Tom O'Connor
Division Chief, Operations
Canby Fire District
503-266-5851

EMS Council comments on the draft Ambulance RFP are below. Thank you.

Tom O'Connor, Chair

Clackamas County EMS Council

-The Clackamas County EMS Council was not part of the initial ambulance RFP dialogue and minimally involved in the decision to actually go to an ambulance service RFP instead of extending the current provider contract.

-Once the BCC directed staff to move forward with the RFP process, the EMS Council was heavily involved in altering the initial timeline to allow for better use of an outside consultant and a more appropriate window for stakeholder input. Council members hope this RFP leads to an improved EMS system in Clackamas County and is not simply a premature RFP exercise.

-The EMS Council is supportive of the evergreen contract concept.

-The EMS Council has set of strategic goals that were last formally updated in 2006. These goals were crafted well before the current ambulance RFP process.

-EMS Council Goal One is INTEGRATION. The first sentence of this goal states: "While implementation of the ALS Consortium agreement represents a substantial system integration, the group believes more can and should be done in this critical area." The recent focus by various county EMS stakeholders on heightened integration of EMS resources dovetails well with this EMS Council goal. The EMS Council believes that Scoring Criteria Item VIII.c – Creative Proposals to Enhance Provider/First Responder Partnership – should be worth 20% of the total score versus the 6.7% in the draft RFP.

-EMS Council Goal Three refers to DISPATCH. This goal specifically refers to heightened interoperability between dispatch agencies – including that of the contract provider – as a priority consideration. It also calls for improved resource tracking methods to be implemented, including AVL. The EMS Council believes that Scoring Criteria Item VI – Control Center Operations – should be reconfigured to prioritize these two goal elements and then be worth 20% of the total score versus the 13.3% in the draft RFP.

-The EMS Council cautions that over-reliance on price as a Scoring Criteria could be problematic, but does not recommend changing the scoring criteria percentage in this area. It is important that when assigning points under Scoring Criteria Item XIII – Pricing Information – the County realizes that there is a wide divergence in "retail" ambulance rates versus the revenue that is actually collected by an ambulance provider. This needs to be taken into account instead of simply comparing and scoring proposed full "retail" BLS, ALS1, and ALS2 rates.