



March 3, 2025

Andrew Schouten
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RE: Response to Request for Second-Level Reviews of Contract Performance Data for Q4 2024

Dear Mr. Schouten,

I received your request for additional review of corrections and exemptions for Q4 2024 that you sent on behalf of Sonoma County Fire District (SCFD), which is the exclusive contractor for emergency ambulance services in Exclusive Area One under the Professional Services Agreement Between the County of Sonoma and Sonoma County Fire District for Advanced Life Support Ground Ambulance Services (EOA-1 Agreement). I am responding to that request on behalf of Department of Health Services (DHS) and Coastal Valleys EMS Authority (CVEMSA) (collectively, the County), which jointly considered your request.

I. Second-Level Review Requests Submitted through OCU

The County received 22 requests for review through the OCU and has responded to each through that system.

II. Second-Level Review of Code-2 Responses

All calls, including Code-2 calls, have response time standards. The County's EMS system has always required that all calls have a response time requirement. That requirement is consistent with the County's RFP and the EOA-1 Agreement itself. Without a response time requirement for Code-2 calls, nearly 40% of 911 responses would have no response time standard. The County cannot and will not bend on this requirement because a lack of a response time requirement would erode public trust in both DHS and SCFD.

SCFD requested that 80 late responses be considered compliant because they are Code-2 calls which means that they were responses during which the ambulance did not use lights and sirens. SCFD makes two alternative arguments in support of its request: (1) That the EOA-1 Agreement has no response time requirements for Code-2 calls, and that (2) the EOA-1 Agreement was amended by oral agreement with the former DHS Director.

DHS disagrees with both of these positions, but *we note that, for the period at issue, DHS has (i) found that SCFD met the 90% compliance standards and (ii) not proposed to take any enforcement action on the basis of any of the challenged responses.* This means that SCFD's review request has no impact on any enforcement action. In an effort to clarify the response time requirements, however, DHS responds to the substance of SCFD's review request in this letter. If there is any dispute regarding response time requirements in the future, the County reserves all rights.

A. Code-2 Calls Have Response Time Standards

All calls have response time standards, and all calls must continue to have response time standards. The County awarded exclusivity to SCFD subject to certain conditions, and one of those conditions is that SCFD respond to calls within the timeframe delineated in the RFP. The response time requirements of the RFP are incorporated into the EOA-1 Agreement. Calls have response time requirements whether the ambulance uses lights and sirens (Code-3) or not (Code-2). The RFP includes the following chart depicting the Response Time standards, which establishes standards for all calls:¹

ALS Response Time Requirements	
ALS Response: Ambulance, FRALS or QRV	
Urban Response 90 percent of calls each month	
Charlie, Delta, and Echo	6:59
Alpha & Bravo	11:59
Semi-Rural Response 90 percent of calls each month	
Charlie, Delta, and Echo	13:59
Alpha & Bravo	17:59
Rural Response 90 percent of calls each month	
Charlie, Delta, and Echo	28:59
Alpha & Bravo	32:59
Wilderness Response	
Charlie, Delta, and Echo	ASAP – audit each call
Alpha & Bravo	ASAP – audit each call

ALS Response Time Requirements	
ALS Ambulance with QRV Response or FRALS Agreement	
Urban Response Transport unit 90 percent of calls each month	
Delta, and Echo	10:59
Alpha, Bravo & Charlie	15:59
Semi-Rural Response Transport unit 90 percent of calls each month	
Delta, and Echo	17:59
Alpha, Bravo & Charlie	21:59
Rural Response Transport unit 90 percent of calls each month	
Delta, and Echo	32:59
Alpha, Bravo & Charlie	37:59
Wilderness Response	
Charlie, Delta, and Echo	ASAP – audit each call
Alpha & Bravo	ASAP – audit each call

BLS Response Time Requirements	
BLS Response: Ambulance, FRALS or QRV	
Urban Response 90 percent of calls each month	
Alpha & Bravo	11:59
Semi-Rural Response 90 percent of calls each month	
Alpha & Bravo	17:59
Rural Response 90 percent of calls each month	
Alpha & Bravo	32:59

BLS Response Time Requirements	
BLS Ambulance with QRV Response or FRALS Agreement	
Urban Response 90 percent of calls each month	
Alpha & Bravo	15:59
Semi-Rural Response 90 percent of calls each month	
Alpha & Bravo	21:59
Rural Response Transport unit 90 percent of calls each month	
Alpha & Bravo	37:59

We also believed this to be clear from the RFP and from the Proposal SCFD submitted in response to the RFP (quoting the RFP and SCFD’s response):²

4.2.A.1 The overall Response Time performance requirement for services under this RFP is intended to ensure that the Contractor responds to and arrives at each incident with an appropriate ALS or BLS resource in accordance with established standards. The standards set forth herein establish the level of Response Time performance required by the Contractor for calls within the EOA.

SCFD-EMS has read, understood, and agrees to the overall response time performance requirements for ALS and BLS services under this RFP. We further agree the standards set forth herein establish the level of response time performance required by the Contractor for calls within the EOA-1.

*See also, SCFD proposal, p. 17 (“Our resource deployment plan will put **significantly more ambulances on the street** than the EOA has experienced in many of the past years; our deployments will reduce response times and improve patient outcomes.”) (emphasis in original).*

¹ RFP, § 1.8.

² SCFD Proposal, p. 50.

Still, your letter indicates SCFD did not understand that “all incidents” included calls without lights and sirens. For decades, Sonoma County has enforced response time standards against the EOA-1 provider for both Code-2 and Code-3 calls. Even before the RFP, the County relied on SCFD’s ambulances in EOA-1, as SCFD noted in its proposal. Proposal, p. 52 (“In 2022, SCFD-EMS responded to 1,082 calls for service in EOA-1.”) We believed the parties were operating with a common understanding of how the system would work, including that there would be response time requirements for ambulances to arrive on scene.

As to the EOA-1 Agreement, SCFD relies on an error in the headings of the response time requirements charts to argue that only Code-3 calls have response times. Specifically, a table on pages 16-17 that lists response time requirements includes a parenthetical that says “Code 3.” This is in error, as is clear within the chart itself. The chart includes response time standards that apply to both Code-2 and Code-3 calls. For example, the chart includes response time requirements for Alpha priority calls, when Alpha calls are “Code-2 all units.”³ The fact that Alpha calls are included in the chart makes it clear that the chart covers Code-2 calls.⁴

Next, SCFD argues that, under the Vehicle Code, it has immunity from negligence for Code-3 calls, but not for Code-2 calls, so if its drivers are negligent, the agency may be held liable. We are unaware of any instance where that result has occurred, and we expect that SCFD’s responses to calls will be conducted with care. Even if SCFD were correct on the immunity issue, we are not able to waive the response time requirement. The erosion in public trust and harm to public health that would result from a lack of response time requirements outweighs the potential harm that could arise from the immunity issue.

Finally, if SCFD’s interpretation is correct and Code-2 calls have no response times, then only Code-3 calls can count towards compliance. Currently, the “compliant” calls include both Code-2 and Code-3 calls. If noncompliant Code-2 calls are removed, then compliant calls must also be removed. Otherwise, the compliance data would overstate SCFD’s compliance. The current data – including both compliant and noncompliant Code-2 calls – more accurately conveys SCFD’s performance.

B. The County Has Not Agreed To Amend The EOA-1 Agreement To Add Seven Minutes to Code-2 Response Time Requirements

In the alternative, SCFD argues that three days before leaving her position, the prior DHS Director, Tina Rivera, agreed to grant an additional seven minutes for Code-2 calls and that such oral agreement constituted a contract amendment. County officials who were present at the meeting dispute SCFD’s interpretation of the exchange. Regardless, only the County’s Board of Supervisors has authority to amend the EOA-1 Agreement.⁵

Finally, you argue that SCFD relied on Ms. Rivera’s representation that SCFD would be granted additional time to its detriment for the period from August 20 to December 17. SCFD, however, has not suffered any detriment because the SCFD has met *the 90% requirement for October*

³ EOA-1 Agreement, Scope of Services, § 3.2.F.

⁴ “Sections or other headings contained in this Agreement are for reference purposes only, and are not intended to affect in any way the meaning or interpretation of this Agreement.” EOA-1 Agreement § 44. Accordingly, the parenthetical reference to Code 3 calls in the header of the chart is not intended affect the meaning or interpretation of the substance of the chart itself. Further, in light of any ambiguity, the RFP serves as competent evidence of the parties’ intent under the integration clause, and the RFP does not contain the offending parenthetical. EOA-1 Agreement § 42.

⁵ Sonoma County Code § 2-58(b); *see also generally*, Sonoma County Code Sections 2-52 through 2-58; Health & Safety Code § 1797.230(a), (e).

through December, and the County is imposing no penalties on that basis. To the extent data for August 20 to September 30 show such a detriment, the County will reassess this issue.

* * *

Please let me know if you have any questions or would like to discuss

Sincerely,

Jennifer R. R. Solito

Jennifer Solito