# NAPA COUNTY HEALTH & HUMAN SERVICES
## Emergency Medical Services

# EMERGENCY AMBULANCE CONTRACT COMPLIANCE SUMMARY
## American Medical Response

Date: May 2017
Total Transports: 994

### CORE SERVICES

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 3.1.1.1 | Contractor provides continuous, around-the-clock, emergency ambulance services ALS and non-emergency ALS ambulance services, without interruption. | Y | |
| 3.1.1.2 | Contractor provides services without regard to any illegally discriminatory classifications as identified in the contract. This includes the ability of a patient to pay for the services provided. | Y | |
| 3.3 | Contractor reimburses the County for a portion of the County's expenses in monitoring and managing the agreement, provision of medical direction and conducting periodic procurements. | Y | |
| 3.4 | Contractor complies with all provisions of the LEMSA's policies and procedures for use of air medical services. | Y | |

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## CLINICAL QUALITY

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 4.1.1.1 | Contractor complies with administrative policies and treatment guidelines as established by the LEMSA, as well as other requirements and standards established by the EMS Medical Director. | Y | |
| 4.1.1.2 | Contractor develops and produces an EMS Field Guide for BLS and ALS Personnel in Napa County. | Y | |
| 4.1.2.1 | Contractor's personnel are given the right and responsibility to meet directly with EMS System medical leadership. | Y | |
| 4.1.2.2 | Contractor's Medical Director and clinical education staff work directly with the LEMSA and EMS Medical Director to collaborate on guidelines, training initiatives, quality improvement, and research. | Y | |
| 4.2.1 | Contractor responds to all Priority 1, 2, 3, and 4 notifications from the County designated medical dispatch center with at least one paramedic, and one EMT. | Y | |
| 4.2.2 | Contractor's personnel responding to emergency medical notifications are currently licensed, accredited, and credentialed, as appropriate, to practice in Napa County. | Y | |
| 4.2.2.1 | Contractor's paramedics maintain certification in ACLS by the American Heart Association. | Y | |
| 4.2.2.2 | Contractor staffs each ambulance with a minimum of one paramedic certified in PHTLS, ITLS, or other trauma care course approved by the EMS Medical Director. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 4.2.2.3 | Contractor staffs each ambulance with a minimum of one paramedic certified in PEPP, PALS, EPC, or other pediatric care course approved by the EMS Medical Director. | Y | |
| 4.2.2.4 | Contractor properly orients all field personnel before assigning them to respond to emergency medical notifications. | Y | |
| 4.2.2.5 | Contractor trains all ambulance personnel and supervisory staff in their respective roles and responsibilities for multi-casualty response. | Y | |
| 4.2.2.6 | Contractor provides ambulance personnel with training, knowledge, understanding, and skills to effectively manage assaultive behavior. | Y | |
| 4.2.2.7 | Contractor provides an on-going driver training program for ambulance personnel that is approved by the LEMSA. | Y | |
| 4.2.2.8 | Contractor has developed and strictly enforces policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure. Contractor provides annual training on infection control plan process. | Y | |
| 4.2.2.9 | Contractor has a repetitive stress and critical incident stress action plan. Plans are submitted to the Contract Administrator annually for approval. Critical Incident Stress Management (CISM) is available on a 24/7 basis. | Y | |
| 4.2.2.10 | Contractor and its employees participate in Homeland Security training. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 4.2.2.11 | Contractor provides initial and ongoing training for all personnel regarding compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the current rules and regulations enacted by the U.S. Department of Health and Human Services. All patient medical records are treated as confidential so as to comply with all state and federal laws. | Y | |
| 4.2.2.12 | Contractor provides initial and ongoing compliance training for all personnel. Training is in accordance with the OIG Compliance Program Guidance for Ambulance Suppliers. | Y | |
| 4.2.2.13 | Contractor provides initial and ongoing training for field employees in Medical Spanish, Cultural Competency and Diversity. | Y | |
| 4.3 | Contractor provides 12-Lead ECG transmission capability from field pre-hospital ALS ambulances to local hospitals participating in the STEMI system of care. | Y | |
| 4.4.1 | Contractor provides exchange/ride-along programs for clinicians to the medical community and local hospitals. | Y | |
| 4.4.2.1 | Contractor provides joint education on a regular basis. A minimum of two joint training programs are provided annually. Contractor shall obtain LEMSA's prior approval at least ten (10) business days in advance of all Joint Education events. | Y | |
| 4.2.2.2 | Contractor provides course on Agricultural Emergency Response. Contractor delivers course at least once annually. | Y | |

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|---|---|---|---|
| 4.4.3 | Contractor shall fund the one-time fixed implementation costs of the PulsePoint Respond and AED smartphone applications. Contractor will provide full funding costs, not to exceed $18,000 to the City of Napa within three (3) months of contract amendment authorizing this provision. | Y | |
| 4.5.1 | Contractor has implemented a comprehensive program of quality management as described in its proposal. | Y | |
| 4.5.2 | Contractor provides additional quality improvement and training services not identified in the agreement. The value of additional quality improvement and training services is not less than $5,000 annually. LEMSA approves expenditure of these funds and all such expenditures are reported in Contractor's annual report to the LEMSA. | Y | |
| 4.5.3 | Contractor has applied for the California version of the Malcolm Baldridge National Quality Award. | Y | |
| 4.5.4 | Contractor has implemented Key Performance indicators as identified in its Proposal and those requested by the LEMSA and the EMS Medical Director. | Y | |

## OPERATIONS

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 5.1.3 | Contractor has entered into mutual aid agreements with ambulance providers in neighboring jurisdictions to get the nearest paramedic-staffed ambulance to the scene of an emergency. | Y | An agreement with AMR Yolo County is pending. An agreement with Medic in Solano County is in-place. |
| 5.1.4 | Contractor deploys and staffs ambulances in a manner that allows for a response to all medical emergency dispatches. Contractor has an emergency ambulance assigned and en route to each emergency request within sixty minutes zero seconds (60:00 minutes) | Y | |
| 5.2.1 | Contractor transports patients from all areas of the EOA in accordance with the Napa County LEMSA Medical Control Patient Destination/Point of Entry Policy, included in the LEMSA's policies manual. | Y | |
| 5.4 | Contractor notifies requesting agencies of delays in non-emergency responses. | Y | |
| 5.5.8i | Contractor meets response time requirements for Emergency Response Zone A & B. | Y | Priority 1: 94.13%<br>Priority 2: 94.55%<br>Priority 3: 97.37%<br>Priority 4: 100% |
| 5.5.8ii | Contractor meets response time requirements for Emergency Response Zone C & D. | Y | Priority 1: 98.52%<br>Priority 2: 100%<br>Priority 3: 100%<br>Priority 4: 100% |
| 5.7.1.2 | Contractor documents and reports to LEMSA, within 20 business days following the end of each month, information as specified in Exhibit 6 of contract. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 5.7.1.2.1 | Contractor uses response time data in an on-going manner to evaluate contractor's performance and compliance with response time standards. | Y | |
| 5.7.1.2.2 | Contractor identifies the causes and failures of performance, and documents efforts to eliminate these problems on an on-going basis. | Y | |
| 5.7.1.2.3 | Contractor provides an explanation of every call exceeding the required response time interval and describes steps taken to reduce extended responses in the future. | Y | |
| 5.7.2.1 | Contractor shall pay County a $250 penalty each time an emergency ambulance is dispatched and the ambulance crew fails to report and document on-scene time. | Y | # of penalties: 0 |
| 5.7.2.4 | Contractor will be imposed a penalty for each "Outlier" response time. | Y | # of Outlier Penalties<br>Zones A & B:<br>• Priority 1: 5<br>• Priority 2: 1<br>• Priority 3: 1<br>• Priority 4: 0<br><br>Zones C & D:<br>• Priority 1: 0<br>• Priority 2: 0<br>• Priority 3: 0<br>• Priority 4: 0 |
| 5.8 | Contractor provides a fleet of ambulances that represents at least 130% of the peak staffing level. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 5.8.1 | All vehicles utilized by Contractor in providing service under the Agreement are staffed and equipped in accordance with applicable federal, state, and local laws, rules, regulations, and policies. Contractor maintains a vehicle repair and replacement program that ensures the safety and reliability of its ambulances in accordance with the requirements of the RFP. | Y | |
| 5.8.2 | Contractor provides and equips two non-transport vehicles suitable for use by supervisors as Quick Response Vehicles | Y | |
| 5.8.3 | Contractor adheres to the preventative maintenance program, equipment replacement schedule and reporting system described in the Contractor's proposal. | Y | |
| 5.8.4 | Contractor equips each of its ambulances with emergency alerting devices. | Y | |
| 5.8.5 | Contractor equips each of its ambulances with a cellular phone or equivalent equipment and other radio equipment capable of communicating with the EMS base hospital, receiving facilities, Napa Central Dispatch, and Contractor's Dispatch in accordance with and as required by LEMSA policies and procedures. Each ambulance is equipped with two-way radios capable of communicating on the approved local EMS frequencies. | Y | |
| 5.8.6 | Contractor maintains all ambulance and vehicles, on-board equipment, and facilities used by Contractor in the performance of services as specified in the Proposal. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 5.8.7 | Contractor provides and maintains vehicles and equipment as required by LEMSA policies and procedures and comparable to the equipment and biomedical equipment included in its Proposal, including motorized ambulance cots, stair chairs, monitor/defibrillators, vehicle safety monitors, and other equipment. | Y | |
| 5.10 | Contractor provides and staffs an ALS level non-transport Quick Response Vehicle (QRV) strategically located in the up valley area of the County. | Y | |
| 5.11 | Contractor ensures adequate emergency medical services are provided in the Lake Berryessa area. Contractor, at a minimum, assigns one dedicated paramedic to provide coverage during holiday weekends from Memorial Day to Labor Day each year. | Y | |

## PERSONNEL

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 6.2.1 | Contractor ensures that all persons employed in the performance of its work are competent and appropriately licensed. All employees will undergo a criminal record check in accordance with the State of California requirements. | Y | |
| 6.3 | Contractor has an identified person authorized and capable to act on behalf of the Contractor in operational matters available at all times. | Y | |
| 6.4.1 | Contractor provides a General Manager to oversee and be responsible for the provision of services. | Y | |
| 6.4.2 | Contractor provides a full-time Operations Manager to oversee personnel and the day-to-day operations of the contractor. | Y | |
| 6.4.3 | Contractor provides a physician, experienced in emergency medical services, to oversee clinical areas. | Y | |
| 6.4.4 | Contractor provides a full-time Clinical Manager to oversee clinical performance of personnel and assist the medical director in overseeing all clinical areas of the operation. | Y | |
| 6.5 | Key personnel positions are distinct and separate from each other. Contractor notifies the LEMSA in writing of any changes in key personnel. | Y | |
| 6.6 | Contractor discusses removal of key personnel with LEMSA if in the opinion of the LEMSA, an individual has not performed in a manner acceptable to the LEMSA. | Y | |

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|---|---|---|---|
| 6.8 | Contractor does not transfer or reassign key personnel without the express written agreement of the LEMSA, which agreement shall not be unreasonably withheld. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 6.9.1 | Contractor provides training and growth activities that are comparable to the Leadership Educational Elements described in the Proposal. | Y | |
| 6.9.2 | Contractor provides select supervisory staff the opportunity to participate in its Accelerated Development Program, AMR Leadership Success Planning Program, Passport to Success and other continuing education opportunities as outlined in section C 4 of the Proposal | Y | |
| 6.9.3 | Contractor provides on-going training at no cost to key managers and development programs for EMS managers and supervisors. | Y | |
| 6.10 | Contractor has implemented multiple programs to enhance the safety and health of the workforce. | Y | |
| 6.11 | Contractor utilizes reasonable work schedules, shift assignments and adequate working conditions to meet the requirements of the contract. | Y | |
| 6.12 | Contractor adopts procedures that meet or perform better than all requirements for dealing with OSHA & other regulatory requirements. | Y | |
| 6.13 | Contractor complies with all applicable provisions of federal, state, and local laws and regulation prohibiting discrimination. | Y | |

## DATA AND REPORTING REQUIREMENTS

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 7.1.1 | Contractor utilizes a Computer Aided Dispatch system that includes security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. | Y | |
| 7.1.2 | Contractor utilizes an electronic patient care record system (ePCR) required by the County LEMSA for patient documentation on all EMS system responses. The contractor leaves a copy of each ePCR at the receiving hospital upon delivery of each patient. | Y | ePCRs not left at hospital: 34<br>ePCRs not transmitted @ 24 hours: 5 |
| 7.1.2.1 | Contractor pays a share of software costs associated with the County ePCR system not to exceed $30,000. | Y | |
| 7.1.3 | Contractor completes, maintains and provides adequate records and documentation to demonstrate its performance compliance with the contract. | Y | |
| 7.1.4 | Contractor provides, within 20 business days of the end of the month, reports pertaining to its performance during the preceding month as it relates to the clinical, operational, and financial performance stipulated in the Contract. | Y | |

## EMS SYSTEM AND COMMUNITY

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 8.1 | Contractor actively participates in EMS activities, committee meetings, and work groups to enhance the EMS system and regional efforts to enhance disaster and mutual-aid response. | Y | |
| 8.2 | Contractor attains accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization approved by the LEMSA. | Y | |
| 8.3 | Contractor cooperates with County in rendering emergency assistance during a declared or undeclared disaster or multi-victim responses. | Y | |
| 8.3.1 | In the event of a disaster, Contractor assigns one of its Field Supervisors or Managers to the designated Emergency Operations Center as a liaison. | Y | |
| 8.3.2 | At multi-casualty scenes, the contractor's personnel perform in accordance with appropriate County multi-casualty response plan(s) and within Incident Command System (ICS). | Y | |
| 8.3.3 | Contractor has developed a plan for immediate recall of personnel during multi-casualty or widespread disaster. | Y | |
| 8.3.4 | Contractor has a mechanism in place to communicate current field information to appropriate County staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 8.3.5 | Contractor assists County in providing personnel, vehicles, equipment, and supplies in response to a disaster mutual aid request for deployment of an Ambulance Strike Team. | Y | |
| 8.3.6 | Contractor participates in County sanctioned exercises and disaster drills and other interagency training. | Y | |
| 8.4.1 | Contractor responds in mutual aid capacity to other service areas outside of the County if so directed by Contract Administrator or in accordance with mutual aid agreements. | Y | |
| 8.4.2 | Contractor provides, at no charge to County or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by a County designated fire/medical dispatch center upon request of a public safety agency. | Y | |
| 8.5.1 | Contractor has entered into an agreement with Angwin Community Ambulance (ACA) for ACA to provide BLS response and transportation of EMS patients in the Angwin area. | Y | |
| 8.5.2 | Contractor, upon successful execution of an agreement with ACA, will offer qualified ACA volunteers assistance in obtaining Advanced EMT certification. | Y | LEMSA has declined Advanced EMT program in County. |
| 8.5.3 | Contractor implements agreements with interested first responder agencies that desire to upgrade to ALS first response. Contractor assists the City of American Canyon with upgrading its fire department based medical first response to the ALS level. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 8.7 | Contractor has established a one-for-one BLS and ALS re-supply system for all first responder agencies, at no cost to the first responder agencies. | Y | |
| 8.7.1 | Contractor has offered all Napa County first responders and fire agencies access to its national purchasing contracts. | Y | |
| 8.8 | Contractor logs all inquiries and service complaints. Contractor provides prompt response and follow-up to such inquiries and complaints. Contractor submits to County each month a list of all complaints received and their appropriate disposition/resolution. | Y | |
| 8.9.1 | Contractor works with the LEMSA and training institutions to develop a plan, to include funding support and timelines, for the county-wide implementation of an Advanced – EMT program. | Y | |
| 8.9.2 | Contractor assists the LEMSA with the development of a Critical Care Transport – Paramedic program. | Y | LEMSA has requested this program be delayed until hospital need is established. |
| 8.10.1 | Contractor has executed an agreement with the City of Napa to provide call receipt, emergency medical dispatch procedures including call classification and pre-arrival instructions, and direct dispatch of Contractor's ambulance crews. | Y | |
| 8.10.1.1 | Medical Dispatch Center provides direct notification and dispatch of emergency ambulance crews for response. | Y | |
| 8.10.1.2 | Required time stamps for each 911 request are collected and retained in the CAD system. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 8.10.1.3 | Emergency Medical Dispatch policies and procedure are approved by the LEMSA and in force. | Y | |
| 8.10.1.4 | Electronic interface between the Contractor's CAD and the Dispatch CAD is implemented and functional. | Y | |
| 8.10.1.5 | Syndromic surveillance and data mining software will be linked to the Dispatch CAD and data made available to the LEMSA. | Y | |
| 8.10.1.6 | Deployment management software for the Dispatch CAD is installed and functional. | Y | |
| 8.10.2 | Contractor contracts with the City of Napa to provide fleet maintenance services for Contractor vehicles. | Y | |
| 8.10.3 | Contractor shall employ a Medical Director and Clinical Education and Training Manager. | Y | |
| 8.10.4 | Contractor provides transportation of patients and the City of Napa Fire paramedics treating the patients to receiving facilities. When City fire paramedics are encumbered or not the closest responder, the contractor provides primary ALS response, care and transport. | Y | |
| 8.11 | Contractor has staged two older yet well maintained ambulance units, above and beyond fleet size requirements, at selected fire houses within the County. | Y | |
| 8.12 | Contractor has purchased eight AEDs in support of the County's Public Access Defibrillator (PAD) Program. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 8.13.1 | Contractor works with the Public Health Division and LEMSA regarding syndromic surveillance and actively participates on various committees and forums that the LEMSA deems appropriate. | Y | |
| 8.14 | Contractor holds semi-annual Community Forum meetings with the general public, patients and family members that have an interest in the local 9-1-1 EMS system to solicit feedback on the contractor's service to the community. | Y | |
| 8.15 | Contractor works with LEMSA and EMS Medical Director to create and distribute materials regarding injury and disease prevention and chronic disease self-care information. | Y | |
| 8.16 | Contractor provides dedicated ALS standby services without charge for each high school football game during the fall season. | Y | |

## ADMINISTRATIVE PROVISIONS

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 9.3 | Contractor complies with all applicable federal laws rules and regulations relating to the operation or administration of its enterprise, ambulance services, and employees. | Y | |
| 9.3.1 | Contractor has implemented a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. | Y | |
| 9.3.2 | Contractor has implemented a comprehensive plan and policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996. | Y | |
| 9.5 | Contractor operates a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. | Y | |
| 9.8.2 | Contractor shall maintain separate financial records for services provided pursuant to the Agreement in accordance with generally accepted accounting principles. County is allowed to review any and all business records including financial records of Contractor pertaining to the Agreement. | Y | |
| 9.9 | Contractor maintains appropriate Certificate of Operation and ambulance permits as required by County Ambulance Ordinance. | Y | |

| Contract Section | Description | Meets Compliance | Status/Comments |
|---|---|---|---|
| 9.10 | Contractor has obtained and maintains in full force and effect the required insurance coverage. | Y | |
| 9.12 | Contractor has furnished performance security in the amount of one million dollars. | Y | |
| 9.22.6 | Contractor allows LEMSA representatives, at any time, and without notification, directly observe Contractor's operations, maintenance facilities, or any ambulance post location. LEMSA representatives are allowed to ride as "third person" on any of Contractor's Ambulance units at any time. | Y | |
| 9.22.12 | Contractor notifies County within 24 hours of any material litigation or significant potential for material litigation of which Contractor is aware. | Y | |
| 9.22.14 | Contractor provides Worker's Compensation insurance, at Contractor's own cost. | Y | |