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A Commitment to Service



## NAPA COUNTY HEALTH & HUMAN SERVICES Emergency Medical Services

### NAPA COUNTY AGREEMENT NO. 220120B: EMERGENCY AMBULANCE SERVICES COMPLIANCE SUMMARY American Medical Response

Reporting Period: January 2023

#### ROLES AND RESPONSIBILITIES

| Contract Section  | Description  | Meets Compliance | Status/Comments   |
|-------------------|--|------------------|---|
| 3.1, A, 1         | Contractor, under the general direction of the Napa County Emergency Medical Services Agency (“EMS Agency”) shall provide emergency and non-emergency ambulance services with advanced life support (“ALS”) transport to the County of Napa’s exclusive operating area (“EOA”).          | Y                |   |
| 3.1, A, 2, a      | Contractor shall enter into a written agreement with the City of Napa Central Dispatch Center (Napa Central) for dispatching services. The EMS Agency shall have the right to review and approve the terms of the agreement to ensure consistency with the objectives of this Agreement. | Y                | A written commitment from Napa Central Dispatch is in place to continue services without interruption until a final agreement is reached. |
| 3.1, A, 2, b, (i) | Contractor shall use commercially reasonable efforts to negotiate a service level agreement with American Canyon Fire Protection District for the provision of advanced life support first responder services.   | Y                |   |



## NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

| Contract Section   | Description  | Meets Compliance | Status/Comments |
|--------------------|--|------------------|-----------------|
| 3.1, A, 2, b, (ii) | Contractor shall use commercially reasonable efforts to negotiate a service level agreement with Napa Fire Department for the provision of advance life support first responder services.  | Y                |                 |
| 3.1, A, 2, c       | Contractor shall use commercially reasonable efforts to negotiate a service agreement with the Napa County Fire Department for the provision of a surge ambulance.   | Y                |                 |
| 3.1, A, 3, a       | Contractor shall furnish emergency ambulance services including 9-1-1 emergency response and 7-digit emergency response for the entire population of the EOA. All of Contractor's 9-1-1 ambulance services shall be provided at the ALS level, unless BLS ambulances, may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by the Napa County EMS Agency. | Y                |                 |
| 3.1, A, 3, b       | Contractor shall provide 9-1-1, emergency and non-emergency ALS ambulance services, without interruption, 24-hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide all of its services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.                               | Y                |                 |
| 3.1, A, 3, c       | All medical 9-1-1 calls for Emergency Medical Services originating in the EOA will be referred to Contractor. Contractor shall be the sole ambulance provider authorized by the EMS Agency in the EOA covered under this Agreement to provide 9-1-1 ambulance service, except for Mutual Aid and disaster response.  | Y                |                 |
| 3.1, A, 3, d       | Contractor shall follow all Napa County EMS Agency Policies and Procedures. Upon signing this Agreement, Contractor acknowledges it has received a Notice to Proceed and shall follow its Implementation Schedule as approved by the EMS Agency.   | Y                |                 |



## NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

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|------------------|---|------------------|--|
| 3.1, A, 3, e     | Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure.  | Y                |  |
| 3.1, A, 3, f     | Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the EMS Agency's quality improvement system.  | Y                |  |
| 3.1, A, 3, g     | Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the EMS Agency Medical Director and authorized by the EMS Agency Administrator.   | Y                |  |
| 3.2              | Contractor is mandated to and shall respond to all requests for services using an advanced life support ("ALS") Ambulance, except where basic life support (BLS) ambulances may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by the Napa County EMS Agency.  | Y                |  |
| 3.3              | The EMS Agency, may in the future, implement a Tiered Response Plan consistent with industry standards and through the Emergency Medical Dispatch process. A Tiered Response Plan will require Napa Central Dispatch or alternate dispatch center to achieve and maintain designation from the International Association of Emergency Dispatch (IAED) as an Accredited Center of Excellence (ACE) at all times the Tiered Response Plan is in place. All responses by a BLS ambulance will conform to Napa County EMS Agency Policy. BLS Ambulance shall be staffed with two certified EMT-Basic in accordance with Napa County Ambulance Ordinance. Contractor shall bill rates in accordance with applicable laws and this Agreement. | Y                | Tiered response implementation discussions will commence after Napa Central Dispatch receives ACE Accreditation. |



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| 3.4, A           | Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within the EOA where there may be an imminent life threat when directed by Napa Central Dispatch or upon request of a public safety agency Incident Commander.   | Y                |                 |
| 3.5, A           | Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the EMS Agency Administrator, the Napa County EMS Duty Officer, or the Napa County Medical Health Operational Area Coordination (MHOAC) Program unless the request would fundamentally cause immediate failure of service to the County's EOA. Any mutual aid refusal must be in consultation with the EMS Agency Administrator or their designee.   | Y                |                 |
| 3.5, B           | Contractor shall respond to in-county or neighboring jurisdiction Mutual Aid which may be requested through Napa Central or the EMS Agency Administrator or their designee, unless the Field Supervisor or Napa Central can verify that a given request would cause immediate failure of service to the County's EOA. All Mutual Aid refusals are to be reported to the EMS Agency Administrator the next business day following the refusal.   | Y                |                 |
| 3.6, A           | Contractor shall cooperate fully with the County in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in the EMS Agency's plans. Contractor's personnel shall perform in accordance with appropriate County multi-casualty response plan(s) and the Incident Command System (ICS). Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to the State of California Governor's Office of Emergency Services Region II if requested through proper channels unless the request would cause immediate failure of service to the County's EOA. | Y                |                 |



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| 3.6, B           | Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans and provide a written local multi-hazard disaster plan to the EMS Agency Administrator before December 31, 2021. The plan should include triggers for activation, notifications, communications, staffing, vehicles, equipment, hospital and healthcare facility evacuations. The plan also shall identify EMS surge supplies needed for a minimum of 72 hours. | Y                |                 |
| 3.6, C           | Contractor shall submit a Continuity of Operations Plan (COOP) to the EMS Agency Administrator for approval, by December 31, 2021. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.   | Y                |                 |
| 3.6, D           | Contractor shall have 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 as specified and approved by the EMS Agency Administrator.  | Y                |                 |
| 3.6, E           | Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the EOA.  | Y                |                 |
| 3.6, F           | Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.   | Y                |                 |



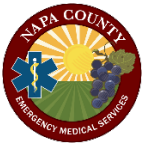
## NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

| Contract Section | Description  | Meets Compliance | Status/Comments  |
|------------------|--|------------------|--|
| 3.6, G           | <p>Within the first twelve (12) months, Contractor shall provide a regional mass-patient transport bus that is capable of transporting at least 12 patients from a single incident and provide a disaster response command post vehicle to support large-scale or prolonged operations occurring in Napa County. Additionally, Contractor may be requested to utilize the drone program to benefit Napa County and first responder partners in times of disaster.</p>  | N                | <p>This asset was due to be located in Napa County by 12/31/2022. This asset arrived to Napa on January 9, 2023.</p> |
| 3.6, H           | <p>Contractor shall be required to participate in any EMS Agency approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.</p>  | Y                |  |
| 3.6, I, 1        | <p>In the event the MHOAC request and/or the County declares a disaster within the County, Contractor will assign and deploy at least one (1) Field Supervisor or Manager to work closely with the MHOAC when requested by the EMS Agency.</p>   | Y                |  |
| 3.7, A           | <p>Contractor shall deploy ambulances, strike teams, and other resources, as directed by the EMS Agency Administrator, their designee, or the MHOAC, via the MHOAC and Regional Disaster Medical Health Coordination (“RDMHC”) mutual aid system unless the request would cause immediate failure of service to the County’s EOA. Any mutual aid refusal must be in consultation with the EMS Agency Administrator or their designee.</p>  | Y                |  |
| 3.7, B           | <p>Contractor shall house, maintain, manage, and staff the Emergency Medical Services Authority (“EMSA”) issued Disaster Medical Support Unit (“DMSU”) in the County. This includes deploying the unit when requested by the EMS Agency Administrator, their designee, or the MHOAC, via the MHOAC/RDMHC mutual aid system. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the disaster site. This vehicle may be used to carry personnel and equipment to a disaster site. The DMSU shall remain equipped, stocked, and maintained to the standard defined by the State.</p> | Y                |  |

**NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT**



| Contract Section | Description   | Meets Compliance | Status/Comments |
|------------------|---|------------------|-----------------|
| 3.7, C           | Contractor will participate in the Ambulance Strike Team (“AST”), Medical Task Force, and the Ambulance Strike Team Leader (“ASTL”) program and will work with the EMS Agency, the RDMHC/S, and State EMS Authority staff to ensure that trained, vetted, and fully carded ASTL staff as approved by the EMS Agency are on duty daily (24/7/365) to fulfill any requests. Contractor shall train its staff to meet this requirement by June 30, 2022. Contractor shall ensure that newly hired Field Supervisors attain ASTL certification within one (1) year of hire. | Y                |                 |



**NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT**

**DEPLOYMENT**

| <b>Contract Section</b> | <b>Description</b>  | <b>Meets Compliance</b> | <b>Status/Comments</b> |
|-------------------------|---|-------------------------|------------------------|
| 4.1, A, 1               | Contractor’s Response Time obligations are for a performance-based approach rather than a “level of effort” undertaking involving defined locations and/or staffing patterns. Contractor shall commit to and shall be responsible for deploying and employing whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the EOA. Contractor shall deploy ambulance resources in a manner consistent with this requirement. Ambulance System Status Plans (“SSP”) will be reviewed by the EMS Agency. | Y                       |                        |
| 4.1, A, 1, c            | Contractor shall implement 3 Quick Response Vehicles (QRV), including a 24/7 Critical-1 unit staffed with a critical care paramedic located in St. Helena, and a separate ALS QRV located in Angwin to provide additional ALS coverage up-county  | Y                       |                        |
| 4.1, A, 1, d            | As part of its posting plan, in its dynamic deployment, Contractor shall post an ALS ambulance in St. Helena and a separate ALS ambulance in the community of Calistoga to improve ALS access. These units are subject to strategic post moves to ensure ambulance coverage based on Contractor system status plan  | Y                       |                        |
| 4.1, B                  | Contractor shall provide a sufficient number of ambulances within the EOA that are fully stocked to exceed peak system demand as identified in the approved annual AMR SSP. As an example currently, to reach, 133% of peak system demand, AMR shall have a core fleet of at least ten (10) ambulances available for daily deployment and maintain an additional four (4) ambulances to function as a reserve to the core fleet, this may change according to the annual SSP.   | Y                       |                        |



**NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT**



| <b>Contract Section</b> | <b>Description</b>   | <b>Meets Compliance</b> | <b>Status/Comments</b> |
|-------------------------|--|-------------------------|------------------------|
| 4.1, C                  | The deployment plan in place at the time of transition by Napa Central to its new computer aided dispatch ("CAD") system shall be maintained for at least the first ninety (90) days after implementation of the CAD. Should call demand necessitate, Contractor may add unit hours. | Y                       |                        |
| 4.1, D                  | Any changes to Contractor's SSP shall be made only with the approval of the EMS Agency Administrator or designee.  | Y                       |                        |

# NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT



## OPERATIONS

| Contract Section | Description   |            | Meets Compliance | Status/Comments<br>* = response time categories that have not equaled or exceeded 100 calls or a 12 month period, consistent with 5.2, B. |
|------------------|---|------------|------------------|---|
| 5.1, A, 1, a     | Contractor shall place an emergency ALS Ambulance on the scene of each life threatening emergency assignment as presumptively designated by the County's designated medical dispatch center as Priority 1 and originating in an ERZ within the specified Response Time for that ERZ on not less than ninety (90) percent of all Priority 1 response notifications as measured during a calendar month.  | Priority 1 | Y                | Urban/Suburban Compliance<br>• 93.53%   |
|                  |   |            | Y                | Rural 1/Rural 2/Wilderness<br>• *100.00%  |
| 5.1, A, 2, a     | Contractor shall place an emergency ALS Ambulance on the scene of each non-life threatening emergency assignment as categorized by the County's designated medical dispatch center as Priority 2 and originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 2 response notifications as measured during a calendar month.  | Priority 2 | Y                | Urban/Suburban Compliance<br>• 96.98%   |
|                  |   |            | Y                | Rural 1/Rural 2/Wilderness<br>• *100.00%  |
| 5.1, A, 3, a     | Contractor shall place an emergency ALS ambulance on the scene of at least 90 percent of all Priority 3 emergency ambulance notifications to respond received from the County's designated medical dispatch center originating in an ERZ within the specified Response Time for that ERZ on not less than 90 percent of all Priority 3 response notifications as measured during a calendar month.  | Priority 3 | Y                | Urban/Suburban Compliance<br>• 98.10%   |
|                  |   |            | Y                | Rural 1/Rural 2/Wilderness<br>• *100.00%  |
| 5.1, A, 4, a     | Contractor shall place an ALS ambulance on the scene of at least 90 percent of all Priority 4 ambulance notifications received from the County's designated medical dispatch center within fifteen minutes zero seconds (15:00) of the scheduled time within any calendar month. This standard shall apply to all notifications for service where the scheduled time for patient pickup is greater than two (2) hours from the time the call is received in the County designated medical dispatch center. If the service receives an emergency request for an ALS interfacility transport, the applicable Response Time requirement will be the same as that for Priority 2 level notifications. | Priority 4 | Y                | Urban/Suburban Compliance<br>• 97.53%   |
|                  |   |            | Y                | Rural 1/Rural 2/Wilderness<br>• N/A   |



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| 5.1, B           | <p>Contractor shall use commercially reasonable efforts to negotiate an agreement and partner with fire agencies for First Response ALS (FRALS) services where available that includes a BLS Surge Ambulance. Currently two fire agencies provide FRALS services, the City of Napa and American Canyon Fire District. A partnership agreement will allow the Contractor to extend Response Times equal to an extra two minutes for an Urban call, three minutes for a Suburban call, and five minutes for a Rural 1 call within those jurisdictions for Priority 1 and Priority 2 responses.</p>  | Y                |                 |
| 5.1, B, 1        | <p>As part of a negotiated FRALS Agreement the Contractor shall compensate the Fire Department/District for FRALS services based upon the estimated net annual savings for reduced ambulance unit hours or other services rendered such as clinical care and on scene support. Contractor shall identify a process to account for and compensate when the fire surge ambulance is utilized. Contractor shall not compensate FRALS in an amount greater than their cost to meet response time requirements or provide services. Additionally, the Fire Department/District participating in this partnership will agree to the following: (a) Assess all patients and begin treatments according to protocol; (b) Reduce incoming ALS ambulance to Priority 2, if Priority 1 response is unnecessary; (c) Complete an ePCR on all medical responses; (d) Participate in the EMS Agency quality improvement program; (e) Accountability via First Watch surveillance platform (FirstWatch and FirstPass) or similar programs.</p> | Y                |                 |



# NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

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|------------------|---|------------------|--|
| 5.1, B, 3        | Contractor shall continue to fully stock and maintain the BLS surge ambulance during the terms of this Agreement to the Napa City Fire Department, American Canyon Fire District, and Napa County Fire Department. The surge ambulance shall only be used for emergency medical response when requested by the AMR supervisor or Napa Central Dispatch Center with the approval of the AMR supervisor, the EMS Agency Administrator or Duty Officer, or AMR designee. All agreements with FRALS and surge ambulance fire departments must be submitted to the EMS Agency Administrator for review and approval                            | Y                | The Napa Fire Department and the American Canyon Fire Protection District have expressed interest in pausing continuing discussions around the surge program in their jurisdictions. Surge 18 is no longer in service at the Angwin Volunteer Fire Department. |
| 5.1, B, 4        | The use of a surge ambulance will be monitored by the EMS Agency. In the event a surge ambulance is utilized greater than twice a month per jurisdiction at the discretion of the EMS Agency, the ambulance provider and FRALS agency will agree to engage in a discussion to evaluate such level of service. All impacted parties will be involved in developing solutions to discuss usage reduction if any are required.   | Y                | Surge utilization exceeded two uses. Discussions with FRALS partners are ongoing.<br><br>Med 23 = 1<br>Surge 1 = 0<br>Surge 11 = 0<br>Surge 18 = 0   |
| 5.1, B, 5        | In the event additional fire services in Napa County desire to increase service to an ALS level during the term of this Agreement, they may be eligible to participate in an agreement with the Contractor for first response services based on a need's assessment conducted in collaboration with the Contractor and with the approval of the EMS Agency. The Contractor is encouraged to implement agreements with any interested first responder agencies that desire to upgrade to ALS first response and provide similar services to the Contractor. All such agreements will require the prior written approval of the EMS Agency. | Y                |  |



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| 5.1, B, 6        | <p>In the future, there may be additional opportunities to enter into agreements with BLS fire services for First Response BLS (FRBLS) services. If local fire agencies provide Priority 1 and Priority 2 BLS first response in the Suburban and Rural 1 ERZs, and meet the relevant Response Time Standards consistently (90 percent reliability), the Contractor may extend ambulance response by up to 2 minutes in each Priority and ERZ response time standard. The Contractor shall enter into an agreement with FRBLS agencies and compensate FRBLS Departments/Districts for these services based upon the estimated net annual savings for reduced ambulance unit hours as a result of any partnership. All FRBLS agreements must be approved by the EMS Agency Administrator.</p> | Y                | <p>There have been no requests from BLS First Response Agencies for FRBLS Agreements at this time.</p>  |
| 5.1, C           | <p>Contractor shall make every effort and act in good faith to enter into mutual aid agreements with 9-1-1 ambulance providers in Lake County, Solano County, Sonoma County, and Yolo County. The EMS Agency must approve all mutual aid agreements.</p>  | Y                | <p>Current Mutual Aid Agreements</p> <ul style="list-style-type: none"> <li>• Lake County: Yes</li> <li>• Solano County: Pending</li> <li>• Sonoma County: Yes</li> <li>• Yolo County: Yes</li> </ul> |
| 5.2, D           | <p>Response Time specifications are for a performance-based approach rather than a level of effort undertaking involving defined locations. Contractor shall commit to employ whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the EOA. Contractor shall deploy ambulance resources in a manner consistent with this requirement.</p>   | Y                |   |



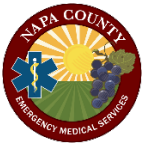
## NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

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| 5.7, A           | <p>Response time compliance calculation for all levels of Priority will be a combination of urban and suburban calls in one compliance category and Rural 1, Rural 2, and Wilderness calls in another, creating two compliance categories for each Priority level demonstrated in (Exhibit 5). This shall be the method used to calculate monthly liquidated damages and/or breach of contract. The Contractor will be required to conduct a comprehensive performance improvement process and submit it to the EMS Agency within 15 days following the identification of underperformance. The EMS Agency will review and provide further recommendations as necessary prior to the approval of any proposed corrective action, to include adjustments to the system status plan or other measures to comply with the 90% requirement. Priority 4, non-Emergency Interfacility ALS Transports, will be monitored monthly for compliance to the 90% standard.</p> | Y                |                 |
| 5.7, B           | <p>Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and County agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.</p>   | Y                |                 |
| 5.7, C           | <p>Contractor shall pay liquidated damages to the EMS Agency each and every month that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance reporting category set forth in Table 2. Liquidated damages paid by the Contractor for each Response Time Compliance reporting category set forth in Table 2.</p>  | Y                |                 |



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| 5.7, D           | In the event, Contractor fails to meet minimum response times in the same compliance reporting category for a second consecutive compliance period, a \$50,000 Liquidated Damage assessment may be applied at the sole discretion of the Napa County EMS Administrator. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved. If the Contractor is not successful in meeting compliance following these measures, the Contractor may be considered in Breach of Contract and \$50,000 in liquidated damages per each month of non-compliance will be assessed. | Y                |                 |
| 5.7, E           | In the event Contractor is out of compliance in the same compliance reporting category, more than two times in any twelve (12) month period, an \$85,000 Liquidated Damage assessment will be applied and Contractor will be required to add additional ambulance unit hours until compliance has been achieved. If the Contractor is not successful in meeting compliance following these measures, the Contractor may be considered in Breach of Contract.  | Y                |                 |
| 5.7, F           | The Contractor may be assessed liquidated damages if there is a single Outlier Response greater than 200% of the response time for that Zone. Example: An Urban response requirement of 8:00 has an on-scene time greater than 16:00 (minutes and seconds), the provider will be assessed and pay liquidated damages in the amount of \$500.00 for being over eight minutes late on that one response.  | Y                | 6 Outliers      |
| 5.7, G           | Contractor shall pay liquidated damages to the EMS Agency of \$500 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board, if the ambulance is out of compliance with the County approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.   | Y                |                 |



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| 5.7, H           | Contractor shall pay liquidated damages to the EMS Agency of \$250 for each and every incident in which Contractor's crew fails to report an at scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback.   | Y                |   |
| 5.7, I           | Contractor shall pay liquidated damages to the EMS Agency of \$250 for each failure of the crew to complete an ePCR for the receiving hospital in accordance with Napa County EMS Agency Policy. Contractor will be granted a six (6) month grace period for the implementation of ESO. Napa County EMS will meet and confer with the Contractor to update policy(s) consistent with ESO platform.   | Y                | AMR has worked with their ePCR vendor to establish a report that validates timeliness of ePCR completion. This work is ongoing. Napa County has decided to defer assessment of liquidated damages temporarily. Damages will be assessed at a future date to ensure data validity. |
| 5.7, J, 1        | County and Contractor acknowledge that the purpose of the Outlier Response Time compliance requirement is to ensure the quality of patient care, and that the parties will use their best efforts to minimize the number of Outlier Responses. The first six months services are provided shall be treated as a grace period, during which Outlier Responses shall only be tracked and reviewed by the parties without further action to be taken under this section. For the period beginning after the grace period is over, if EMS Agency, with the recommendation of the Emergency Medical Care Committee (EMCC) or other oversight committee designated by the EMS Agency, determines that Contractor has Outlier Responses exceeding one percent (1%) of all calls in any Response Time Compliance Zone which have not been granted Exemptions for three consecutive Compliance Periods, Contractor shall conduct and participate in a performance improvement process to identify causes and opportunities to reduce the number of Outlier Responses, The purpose of the performance improvement process is to evaluate and report on each Outlier Response to determine cause, understanding some will be caused by unusual call volume or other unforeseeable events. | Y                | In the month of January, 0.24% of all Priority 1, 2, and 3 calls were outliers.   |





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| 5.8, A           | Contractor shall provide and maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense. | Y                |   |
| 5.8, B           | Contractor shall continuously provide a sufficient number of ambulances to meet at least 133% of peak system demand and not less. At the beginning of this Agreement and for the first year Contractor shall maintain a fleet of not less than 14 ALS ambulances and 3 ALS QRVs. Contractor shall provide at least one of the three QRV staffed at the ALS/Critical Care paramedic level.                        | Y                |   |
| 5.8, C           | Contractor shall provide one (1) Type III bariatric ambulance, in addition to the initial fourteen (14) ambulances for > 133% of peak deployment, no later than December 31, 2021. The bariatric ambulance shall not be subject to the same mileage requirements.  | Y                |   |
| 5.8, D           | Contractor shall provide a new 4x4 Type I ambulance, as part of, the initial fourteen (14) ambulances for > 133% of peak deployment, to address rugged or remote locations.  | Y                |   |
| 5.8, E           | Contractor shall provide a 4x4 special operations vehicle equipped for wildfire, disaster and technical rescues and support fireline medical operations.   | Y                |   |
| 5.8, F           | Within the first twelve (12) months Contractor shall provide a Multi-Casualty Incident Bus, capable of transporting at least twelve (12) patients for use in disasters originating in Napa County and as a Region II asset.  | N                | This asset was due to be located in Napa County by 12/31/2022. This asset arrived to Napa on January 9, 2023. |
| 5.8, G           | Within the first twelve (12) months Contractor shall provide a Command Post Vehicle to support large-scale disasters in disasters originating in Napa County and as a Region II asset.   | Y                |   |



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|------------------|--|------------------|-----------------|
| 5.8, H           | To improve responses to the Lake Berryessa area, Contractor will deploy a paramedic staffed water rescue boat to be deployed to Lake Berryessa during peak lake activity, holidays and holiday weekends from Memorial Day to Labor Day each year. Staffing and deployment of the assigned paramedic resource will be established to ensure immediate response to emergency medical events in the Lake Berryessa Coverage. Contractor will increase staffing in the Lake Berryessa area at the request of the EMS Agency Administrator, based on increased resort activity and in coordination with the Contractor. | Y                |                 |
| 5.8, J           | Contractor shall provide one (1) equipped ambulance that meets County requirements to each fire first response agency in which a Surge Agreement has been reached. The units will not count toward the fleet requirements of 133% of peak demand.  | Y                |                 |
| 5.8, K           | Each of Contractor's vehicles providing services under this Agreement shall be equipped with fully functional driver safety equipment and monitoring technology.   | Y                |                 |
| 5.9, A, 1, h     | Ambulance shall be limited to a maximum mileage of 250,000 miles. Any ambulance not new at the start of this agreement must include a list of brand name, model, age, vehicle identification number, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.  | Y                |                 |
| 5.9, A, 1, i     | Within six (6) months from the commencement of this agreement, each vehicle shall be equipped with an idle mitigation system to ensure the ambulances are not unnecessarily idling while stopped   | Y                |                 |
| 5.10, A          | Contractor shall provide a copy of the vehicle maintenance program on an annual basis to the EMS Agency Administrator. The vehicle maintenance program must be designed must meet the highest standards of reliability appropriate to a modern emergency medical transportation service.   | Y                |                 |



## NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

| Contract Section | Description   | Meets Compliance | Status/Comments                                |
|------------------|---|------------------|--|
| 5.10, C          | Contractor shall provide a detailed records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability. | Y                |  |
| 5.11, A          | Contractor shall provide an emergency vehicle operator's course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.  | Y                |  |
| 5.12, D          | Contractor shall maintain all equipment according to manufacture specifications and shall provide an annual report to the EMS Agency that includes equipment tracking number, maintenance records and any equipment purchases or replacements.  | Y                | This requirement is due to the county in 2023. |
| 5.13             | The Contractor shall install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this Agreement.  | Y                |  |
| 5.13, I          | Contractor shall provide a list of all communications equipment (type, brand, number) that will be carried on ambulances and supervisors' vehicles including, but not limited to: Radios, AVL/GPS/MDCs, Telephones, Alerting devices, [and] Laptop computers for ePCR.  | Y                |  |



# NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

| Contract Section | Description  | Meets Compliance | Status/Comments   |
|------------------|--|------------------|---|
| 5.14             | <p>The County has authorized the City of Napa Public Safety Dispatch Center (Napa Central) as the EMS dispatch center for the County. Napa Central is required to become accredited by the International Academy of Emergency Medical Dispatch within one year of the start of this Agreement. Napa Central provides 9-1-1 emergency medical dispatch (“EMD”) services to the County and will dispatch Contactor’s ambulances in accordance with Contactor’s system status management/deployment plan. Napa Central shall utilize the Medical Priority Dispatch System (MPDS) and the Advance Quality Assurance (ProQA-AQUA) software that automates the entire emergency medical dispatch (EMD) case review process. EMD protocol reference system as approved by the EMS Agency. MPDS requires use of its language and protocols to categorize call types (ALPHA – ECHO) but provides the EMS Agency discretion on the response prioritization, configuration, and mode. Contactor and Napa Central shall collaborate to optimally deploy prehospital personnel in accordance with the Medical Priority Dispatch System (“MPDS”) under the medical control requirements of the EMS Agency.</p> | N                | <p>ACE Accreditation was required by January 1, 2023. Napa Central has communicated difficulties in achieving ACE Accreditation by their deadline. AMR is working closely with Napa Central on their implementation, but compliance via Napa City is largely outside of AMR’s control</p> |
| 5.14, B, 2       | <p>Contract shall provide “Tablet Command” or similar software, to track and manage the assignment of resources during emergency incidents. Contactor shall make “Tablet Command” software available to the Napa County EMS Agency and to fire agencies who desire to participate in the program.</p>  | Y                | <p>The EMS Agency has temporarily waived this requirement due to it requirements to be integrated into Napa Central Dispatch.</p>   |



**NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT**

**PERSONNEL**

| <b>Contract Section</b> | <b>Description</b>   | <b>Meets Compliance</b> | <b>Status/Comments</b> |
|-------------------------|--|-------------------------|------------------------|
| 6.1                     | Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees from different cultures and backgrounds, who are appropriately certified, licensed and/or accredited for their positions. This may include outreach to area high schools and the provision of scholarships to EMT and paramedic training programs. Field personnel with bilingual skills reflecting the diversity of languages spoken in Napa County are highly valued. Contractor shall strive to ensure diversity in the workforce and address diversity alignment with its communities served. The Napa County EMS Agency is committed to participating in Contractor’s efforts to support and enhance Diversity, Equity, and Inclusion (DEI) initiatives in the Napa County EMS System. Contractor shall participate in their proposed DEI initiatives. | Y                       |                        |
| 6.2, A, 1               | Contractor must provide a Regional Director of Operations who shall oversee and be accountable for all aspects of the Services provided by the Contractor.   | Y                       |                        |
| 6.2, B, 1               | Contractor must provide a full-time (1.0 FTE) Operations Manager who shall oversee and be responsible for the overall performance of its operations, including ensuring adherence to organizational policies and procedures guiding the delivery of high-quality services.   | Y                       |                        |
| 6.2, C, 1               | Contractor shall provide a part-time (0.25 FTE) position to manage compliance for the AMR Napa operation. This position will mine, analyze, and interpret local and operational data derived from, FirstWatch OCU, and other data sources to promote high performance service delivery. Contractor and County will collaborate on this position should Contractor contemplate changes that include responsibilities shifting to the Operations Manager or other designee.  | Y                       |                        |



## NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

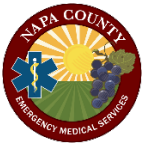
| Contract Section | Description  | Meets Compliance | Status/Comments |
|------------------|--|------------------|-----------------|
| 6.2, D, 1        | Contractor shall provide a physician licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.   | Y                |                 |
| 6.2, E, 1        | Contractor must provide a full-time (1.0 FTE) clinical education services manager who is a paramedic or nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a complex 9-1-1 ALS emergency ambulance services system.   | Y                |                 |
| 6.2, F, 1        | Contractor shall provide a full-time (1.0 FTE) Administrative and Support Services Supervisor to provide direct administrative support to the Local Management Team. This position may be shared with other operations.  | Y                |                 |
| 6.2, G, 1        | Contractor shall employ and maintain full-time (1.0 FTE) Community Engagement Specialist as a shared position with its REACH Air Medical Services program. This position will be responsible for coordinating and participating in community health education including Hands-Only CPR, Stop the Bleed, water safety, DUI prevention, injury prevention and serve as the primary liaison for AMR Napa's special events/standbys and programs targeted to increase public access/awareness of EMS in Napa County. | Y                |                 |
| 6.2, H, 1        | Contractor shall designate an IT Field Support Technician responsible for ensuring that all Contractor owned technology utilized in the Napa County EMS system works effectively and reliably.   | Y                |                 |
| 6.4, A, 1, a     | Contractor shall employ three (3) field-based Field Supervisors such that a minimum of one (1) is available 24-hours a day, 7 days a week, 365 day a year, deployed in an emergency response Supervisor Vehicle, to provide coverage only within Napa County. Field Supervisors are responsible to manage day to day EMS system operations with office-type work, such as scheduling, limited to the extent possible.  | Y                |                 |



**NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT**

**CLINICAL QUALITY PERFORMANCE**

| Contract Section | Description   | Meets Compliance | Status/Comments   |
|------------------|---|------------------|---|
| 7.4, B, 3        | Submit a monthly report to the EMS Agency to show compliance with the approved plan and areas for improvement including key performance indicators developed in collaboration with the EMS Agency.  | Y                |   |
| 7.7              | <p>Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing whatever level of effort is necessary to achieve the agreed-upon Clinical Performance Standards approved by the Napa County EMS Agency Medical Director. Below are specific timelines for these performance standards to be developed in collaboration with the EMS Agency.</p> <ul style="list-style-type: none"> <li>• 0-6 months of agreement: Build and test measurement system to establish benchmarks, and develop a mutually agreed upon Indicator Specifications Sheet to identify specific performance measures.</li> <li>• 6-12 months: Run reports to collect data, develop standards of performance, provide training and test improvement methods.</li> <li>• 12-18 months: Examine performance, address deficiencies, finalize thresholds, and establish underperformance requirements which may include liquidated damages.</li> </ul> <p>It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized performance standards. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.</p> | Y                | AMR has worked closely with Napa County EMS on developing clinical performance metrics and is currently collecting data and developing corrective action with the use of agreed upon metrics. |



## NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

| <b>Contract Section</b> | <b>Description</b>   | <b>Meets Compliance</b> | <b>Status/Comments</b> |
|-------------------------|--|-------------------------|------------------------|
| 7.8, A                  | <p>Contractor shall work with the EMS Agency to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined period as outlined in 7.7 above. If Contractor underperforms, based on baseline compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes identification of root cause. Contractor will be required to implement a corrective action plan. The EMS Agency Medical Director will work in consultation with the Contractor to make recommendations and have final approval of any corrective actions prior to implementation. If this process is not implemented or no measurable improvement has been made, liquidated damages shall be assessed.</p> | Y                       |                        |





**NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT**

**DATA AND REPORTING**

| Contract Section | Description   | Meets Compliance | Status/Comments |
|------------------|---|------------------|-----------------|
| 8.1              | <p>System Requirements for Response Time and Clinical Performance Measurement. Contractor shall fund the full startup and ongoing costs of the EMS Agency's agreement with FirstWatch. With the use of their Online Compliance Utility ("OCU") and FirstPass data programs, the EMS Agency will monitor the performance of Contractor in delivering services to the Napa County EMS system under the terms of this Agreement. Contractor and system partners shall be granted access to their data in OCU and FirstPass by the EMS Agency. The FirstWatch data platform will be linked to Napa Central CAD, or if not Napa Central, the Napa County EMS authorized dispatch center, and the ESO ePCR to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system.</p>                                 | Y                |                 |
| 8.4, A & B       | <p>The ESO ePCR platform, shall be made available to all Napa County fire departments at no cost. The ePCR system must have the capability of mobile data entry in the Contractor's ambulances, Quick Response Vehicles (QRV) and fire first response vehicles, as well as at the patient's bedside. The ePCR system shall comply with the current versions of NEMSIS and CEMSIS. In accordance with Health and Safety Code 1797.227. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system shall also comply with the current mapping standards and data dictionary, as promulgated by EMSA and the EMS Agency. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA's Patient Unified Lookup System for Emergencies (PULSE) and hospitals in an HL7 format.</p> | Y                |                 |



## NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

| Contract Section | Description  | Meets Compliance | Status/Comments                         |
|------------------|--|------------------|---|
| 8.6              | Contractor shall provide an annual report to the EMS Agency on community activities meeting EMS Agency requirements including, but not limited to: Number of conducted community education events; Public relations activities; and Employee recognition.  | Y                | This is due to Napa County EMS in 2023. |
| 8.7, A, 2        | Contractor shall have a customer service telephone line giving customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line shall be accessible without charge to all callers within the continental United States | Y                |   |
| 8.7, B, 2        | Contractor shall submit to the EMS Agency, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using the EMS Agency's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.          | Y                |   |
| 8.7, C           | Contractor shall submit the results of a customer satisfaction survey administered by an external provider as approved by the EMS Agency to the EMS Agency Administrator annually.   | Y                | This is due to Napa County EMS in 2023. |



# NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

## ADMINISTRATIVE REQUIREMENTS

| Contract Section | Description   | Meets Compliance | Status/Comments                                       |
|------------------|---|------------------|---|
| 10.2, A          | Contractor shall maintain Commission on Accreditation of Ambulance Services (CAAS) throughout the terms of this Agreement.  | Y                |   |
| 10.4, A          | Contractor shall ensure that all field personnel, not previously employed in Napa County, attend a company orientation to the Napa County EMS System which shall be approved by the EMS Agency.   | Y                |   |
| 10.11, A         | Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with the EMS Agency, other public safety and EMS-related groups.   | Y                |   |
| 10.11, B         | Contractor shall annually plan and implement definitive community education programs, including but not limited to: Support pilot program educating medical clinics and Skilled Nursing Facilities (“SNF”) on accessing and efficient use of 9-1-1, and collaborate with stakeholders for possible facility expansion; Chest Pain Awareness, Hands-Only CPR, and Stop the Bleed initiatives; Stroke Awareness; Every 15 Minutes/DUI Awareness; Fall Prevention programs; Sentimental Journey Program; Police/Sheriff Activities League CPR and First Aid training; and National Night Out neighborhood awareness. | Y                | The community education program is under development. |
| 10.14            | In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failures to comply with such laws, ordinances, codes and regulations.                | Y                |   |



# NAPA COUNTY AGREEMENT NO. 220120B: COMPLIANCE SUMMARY REPORT

## FISCAL REQUIREMENTS

| Contract Section | Description  | Meets Compliance | Status/Comments |
|------------------|--|------------------|-----------------|
| 11.2             | <p>The County has created a Clinical Care and EMS Technology Upgrade Fund. On behalf of the County and for the benefit of the EMS System and patients, Contractor is required to charge a fee of and contribute \$1.50 per transport mile, adjusted by the actual annual marginal collection rate, to the fund. Expenditures from the Fund shall be recommended by the EMS Agency Medical Director, approved by the EMCC, and authorized by the EMS Agency Administrator for the purposes of upgrading patient clinical care and/or EMS technology. Contractor shall contribute to the Fund annually within forty-five (45) calendar days following the County fiscal year end June 30th (first payment due by August 15, 2022).</p> | Y                |                 |
| 11.3             | <p>In accordance with applicable laws, Contractor shall offer a combined ground and air membership program to cover 100% of the out-of-pocket costs associated with ground or air transport by AMR Napa or REACH Air for member residents of Napa County. Members will receive no out-of-pocket bill for emergency ground or air transports. This membership program will initially cost \$120.00 per household per year, with a limit of two emergency response annually.</p>   | Y                |                 |