



August 29, 2008

Wayne Davis  
Director of Operations  
American Medical Response  
111 Pullman Way  
San Jose, CA 95111

**Subject: Staff Review and Recommendations ~  
AMR Exclusive Operating Area Agreement Extension Report**

Dear Mr. Davis:

The Santa Clara County Emergency Medical Services Agency has completed the qualitative and quantitative review of provisions of the Service Agreement between the County and American Medical Response (AMR). This review was conducted in order to evaluate the appropriateness of recommending a final two-year service agreement extension.

In follow-up to our meeting yesterday, I have attached the *Staff Review and Recommendations – AMR Exclusive Operating Area - Extension Report* for your formal review and comment. The EMS Director, serving as the Contract Administrator, will develop his final recommendation to the Board of Supervisors based on the content of the attached report. Please feel free to submit any written response to me by September 15, 2008.

Thank you for your continued service and support of our Emergency Medical Services System. Should you have any questions or concerns, please feel free to contact me at the number provided or via email at [josh.davies@hhs.sccgov.org](mailto:josh.davies@hhs.sccgov.org).

Sincerely,

A handwritten signature in black ink that reads "Josh Davies".

Josh Davies  
Prehospital Programs Section Manager

Copy:  
Bruce H. Lee, Director  
Tom Wagner, Chief Operating Officer, American Medical Response  
Santa Clara County EMS System Stakeholders

Attachments:

- Staff Review and Recommendations



August 28, 2008

## **STAFF REVIEW & RECOMMENDATIONS AMR Exclusive Operating Area ~ Agreement Extension Report**

### **History and Introduction**

The service agreement between the County and American Medical Response (Contractor) will end on June 30, 2009. The Contractor may request an extension for an additional two year period by June 30, 2008. The Contractor has requested this extension and if it is subsequently granted, the service agreement will then reach its maximum life-span on June 30, 2011.

The service agreement identifies the minimum components for the County to review prior to granting an extension. These criteria are located in Section E, 2, (a-i) of the Master Agreement (MA). Each of these components has been addressed in this document as well as the open stakeholder process and performance review that was conducted by the Emergency Medical Services Agency between March – May 2008.

While not a part of the identified extension evaluation process in the Master Agreement, the Contractor was afforded the opportunity to provide their response to each extension criteria component. The purpose of this activity was to enable the EMS Agency to evaluate the Contractors opinion of their performance in each of the areas. The Contractors response, combined with the stakeholders input and quantitative data review have been used to complete this recommendation.

### **Review of Master Agreement Section E-2-(a-i) Extension Criteria**

#### **Operational and Financial Areas: *Operational Areas***

In general, the Contractor provides quality services to the County of Santa Clara, consistent with their obligations under the Master Agreement. The MA contains hundreds of evaluation points; response time performance is clearly one of the most critical components.

The Contractor has generally realized sound response time compliance over the term of the agreement. However, in review of quantitative response time data, the Contractor has failed to meet established non-lights/siren (code two) performance standards in multiple response zones. These violations do not appear to have been statistically significant; however they are substandard and must be corrected.

The Contractors non-ambulance first response units (Quick Response Vehicles) must realize improved compliance (lights/siren, code three) in the City of Sunnyvale. The Contractor has implemented solutions that appear to have addressed violations of these performance standards since January of 2008.

The greater implementation of Emergency Medical Dispatch (EMD) in the County has led to the need for the Contractor revise their operational practices in order to meet established non-lights/siren response times. The Contractor has repeatedly verbalized discomfort in this area, yet the use of EMD in the System is clearly identified in the MA as is the Contractors ability to use Basic Life Support (BLS) units in lieu of paramedic units. The Contractor has not taken any action to integrate these units or submit a deployment plan that is of a dynamic nature. Therefore, the County has provided the Contractor with a proposal for revising ambulance dispatching practices. This proposal appears to have been well received by the Contractor and collaborative efforts continue in preparation for implementing changes that may assist the Contractor in meeting performance standards more effectively.

The Contractor manages their deployment primarily through static System Status Management (SSM) plans. While these plans may be appropriate for the majority of daily system performance issues, they may not be able to stand-alone during times of system surge. The Contractor has repeatedly attempted to revisit their standard SSM plan to solve non-lights/siren response time compliance issues. Each of these proposals was simply a variation of the same base plan, but requested either exemptions from response time penalties, increased duties on non-contractor assets (County Communications), or potentially infringing on the validated use of EMD (desire to respond to all calls with lights and siren).

### ***Financial Areas***

The Contractor has consistently met the requirements of the Master Agreement.

### **Cooperation of management in assisting EMS Agency with System enhancements**

The Santa Clara County Emergency Medical Services System has grown in sophistication and complexity over the term of the MA. In 2001 when the Contractor executed the MA, the EMS Agency and system stakeholders were not as involved as they have become over the past seven years. At that time, the Contractor was able to plan and implement practices with little integration with other System stakeholders and little regulatory oversight and approval from the EMS Agency.

The EMS System today is one of open stakeholder participation, advocacy, and strong yet facilitated EMS Agency regulation.

The Contractor may view the stronger regulatory authority of the EMS Agency as “getting involved with their operational business” or belief that the EMS Agency wants to operate their own ambulance service. This was evident in the earlier years of the agreement when the EMS Agency mandated additional training, communication system enhancements, and policies related to personal protective equipment and oversight. The Contractor may have perceived that these changes were an infringement upon their practices rather than understanding the authority of the County to develop and manage EMS Systems (rather than individual vendors/contractors). However, during the recent open stakeholder extension meetings, the Contractor commended these changes by the System when they were opposed at the time of the implementation.

The public/private partnership between the Contractor, cities, and County is strong; although at times the Contractor may hold to dated misunderstandings of relationships within the EMS System. The EMS Agency and governmental partners do value the Contractor and all private service providers in the County. In fact, the current level of stakeholder participation in Santa Clara County may be unsurpassed compared to County’s of comparable size and system complexity.

The EMS Agency and EMS System value the Contractor as a partner in public safety service. The Contractor is an integral partner, and while they are a single vendor to the County, receives a great amount of consideration from the stakeholders and EMS Agency.

In the Contractor’s self-assessment of this component, several items had been identified that were either required in the MA, by policy, or by ordinance/ambulance permit regulations, or that are standard activities in which all Stakeholders participate. Of the thirty-seven bulleted points; only one item was truly an enhancement initiated *solely* by the Contractor – the addition of a bariatric unit. This is not to minimize the fact that the Contractor has been very supportive of the majority of System-wide initiatives such as the Stroke and Cardiac Systems. They have been a partner in the development and implementation of these programs and were integral to their success.

The Contractor cited the movement of the NCTI Paramedic and EMT Training Center to Santa Clara County as an enhancement. As NCTI is not a Santa Clara County authorized training program (authorization is from another LEMSA) the County requests that the Contractor make EMT and paramedic internships available as a priority to Santa Clara County authorized training programs. This is in accordance with the Santa Clara County Ordinance Code and Ambulance Permit regulations, to these students prior to the NCTI program participants.

## **Number of substantiated complaints filed against Contractor and the manner in which the Contractor handled them**

The number of substantiated complaints against the contractor appears to be low. The majority of complaints are handled effectively with appropriate dispositions and notification to the EMS Agency. The MA requires monthly reporting of complaints to which the contractor has been compliant. A few incidents have occurred in which the Contractor could have performed more appropriately.

- The Contractor permitted an employee to work in the 911 System without verification of the employee's credentials. The Contractor did not maintain copies of certifications, and in fact, the employee was not a certified prehospital care provider. Further, the Contractor was aware of the arrest and subsequent legal censure of the same employee and failed to notify the EMS Agency.
- A Contractor's ambulance collided with a citizen's vehicle while transporting a patient to the hospital. The Contractor failed to notify the EMS Agency, local law enforcement, and the receiving hospital of the collision. A Contractor's employee did receive minor injuries as a result of the collision and the patient later complained of injury after arrival at the hospital.
- The Contractor has had significant issues in adhering to the County's Certification and Accreditation policies. While the EMS Agency has facilitated additional services for the Contractor (expedited processing of certifications/accreditations, doubling monthly examination offerings, etc.); issues continue to occur that could be resolved by the Contractor. It is noteworthy that these issues are unique to this Contractor and are not an identified concern of other EMS System providers.

## **Effectiveness of Contractor's quality improvement program in achieving demonstrable improvements in the performance and efficiency of the system**

In the Contractor's self-assessment of this component, they stated basic quality assurance practices or those required under the MA, policy, or County Ordinance. The Contractor did not provide any evidence of improvements made to the EMS System that were not at the direction of the County.

The Contractor does participate in the clinical quality improvement practices and has been a supporter of the adoption of the State quality improvement regulations.

The Contractor does respond to County inquiries and then provides reports, remediation plans, or follow-up; yet they do not appear to effectively integrate these issues into their quality improvement activities. For example, individual issues are identified and resolved, but an overarching approach to problem resolution or root cause determinations are not integrated in to the larger quality management program.

An example is the Contractors use of the Santa Clara County EMS Communication System. On several occasions, the Contractor had been made aware of violations by their personnel in following communication system use procedures. The Contractor did advise personnel that “the County” wanted to see compliance in this area (rather than the Contractor assuming responsibility for their lack of monitoring), monitored performance for a very short period of time, and then failed to continue to monitor performance on an on-going basis. As such, these issues surfaced again only to be called to the attention of the Contractor by the County. This short-sided approach is a fairly standard practice for the Contractor and has lead on constant and recurring compliance issues.

The County would like to see an annual EMS System quality improvement plan (non-clinical), with demonstrated results, that focuses on the Contractors services and involvement in the enhancement of the overall system. As a vendor to the County, the Contractor will be required to participate in the standard quarterly and annual service agreement review process. This will enable the County and vendor to regularly meet and discuss areas where various improvements may be realized.

The Contractor must take responsibility to develop and manage an appropriate quality assurance and improvement program. The County must not be responsible for constantly making the Contractor aware of violations and substandard performance – this may lead to the Contractors impression that the County wishes to operate an ambulance service or gets involved in their operations. The Contractor must demonstrate their awareness of issues, effectively develop and implement quality assurance and improvement mechanisms, and proactively report outcomes to the County. The current method of “putting out small fires” falls significantly short of a strategic internal oversight program.

### **Extent of Contractors community involvement**

The Contractor has an extensive community involvement commitment.

Future community involvement will focus on EMS System identified initiatives that will be supported by all EMS System Stakeholders. This may include mass CPR training days, drowning prevention, personal disaster preparedness, In Case of Emergency (ICE) program, etc.

The Contractor must maintain vigilance in assuring that private business recruitment is not a component of community education delivered as a County contracted vendor.

The Contractor has clearly provided a great deal of outreach to our Community, far in excess of the required five activities per-month identified in the Master Agreement. The Contractor has consistently supported County and partner activities without reservation.

## **Consistency in maintaining and/or improving its professional image**

In the Contractors self-assessment of this component, additional community service events were cited. As stated earlier, the Contractors commitment to community outreach is outstanding.

The Contractor has showed little to demonstrate consistency in maintaining and/or improving its professional image. At times it has been observed that ambulances are dirty with clutter about the windshield/dashboard, crews are may be disheveled, lack of a consistent and appropriate uniform, inappropriate radio communications practices, etc.

As stated earlier, the County has implemented many requirements that have improved the capabilities of the Contractor. The Contractor has been compliant with these enhancements, however; other than mandated programs they have not implemented any other professional growth training or opportunities that have been recognized by the County. The County would like to see the Contractor take a vested interest in enhancing their professional image by investing in the further development and training of their supervisory and field staff.

The County has made funding available to the Contractor for countless training programs through the State Homeland Security Grant Program; yet, they have not taken advantage of this opportunity.

## **Integration of community/employee input**

In the Contractors self-assessment of this component, participation in existing EMS System Stakeholder groups was identified. It is not clear how the Contractor integrates employee input nor have any examples been provided.

The Contractor does not have a patient satisfaction program nor published customer service performance reports. The County would like to see the implementation of an approved customer service/patient satisfaction survey in place by the end of the calendar year.

Understanding that the majority of customer service occurs between the Contractors field personnel and the patient, a mechanism to directly communicate with field providers and the EMS Agency would be beneficial. The County values the personnel that respond to calls for service every day and it often appears that while the Contractors management team may be aware of various initiatives and system changes, the message is not communicated effectively to those responsible with responding to calls for service.

The County would like the Contractor to invest in a program that will provide frequent, accurate, and appropriate information sharing to all staff. In random discussions with Contractors field personnel, the general perception is that they feel uninformed and often are excited about changes when rationales are provided and explained. They often feel that they are “left out of the loop” by their organization and have communicated that they are happy with the direction of the EMS System but not with the representation provided by their organization. Other employees appear satisfied with their role in the EMS System and their employment with the Contractor.

### **Level of cooperation between the Contractor and other participants within the EMS System**

The Contractor is an active participant in all stakeholder advisory groups. They have consistently provided representation and often served in leadership roles in many of these groups.

EMS System participants realize a cooperative and collaborative relationship with the Contractor.

The Contractor has provided support to many “extra” system activities including community based, non-profit, and civic organizations.

### **Effectiveness in managing and coordinating first responder agreements**

The Contractor has successfully managed and coordinated first responder agreements.

Through the recent stakeholder extension process, the role of the AMR Fire Service Liaison has been memorialized and has clarified the responsibilities of this role effectively. The Contractor has clarified that this position is a representative of AMR and should not be viewed as a “neutral” party but as a “go to” person for issues between the subcontractors and Contractor.

A percentage of subcontractors remain unsatisfied with the responsiveness of the Contractor; while others state that they are completely satisfied. The Contractor would benefit from addressing the repeated and valid complaints of the subcontractors that are not satisfied with the level of responsiveness. In fact, the County also would like to see a significant change in this area. Improvements may be realized by the Contractors better understanding of their role in the EMS System; including more diligently and professionally responding to inquires, focusing on making internal changes, providing feedback, and setting reasonable timelines for resolution of issues.

## **Staff Recommendations**

Santa Clara County Emergency Medical Services Agency Staff recommends the approval of the final two-year extension to the Master Agreement; contingent upon the Contractor successfully agreeing to complete all Recommendations provided below.

(R - indicates modification to the Master Agreement and/or subcontracts)

### **Recommendation 1 - Reporting Timelines R**

Revise the Master Agreement to state “records and reports will be submitted in accordance with a schedule that is approved by the County”. This will replace the current data submission timelines which are often unreasonable and do not afford subcontractors and Contractor to complete comprehensive data reporting. This item addresses a recommendation also found in the Fitch and Associates Performance Report.

### **Recommendation 2 – Enhanced Reporting**

The Contractor has agreed to produce enhanced reports that graphically represent performance data, trending, and results of quality improvement activities. These reports will be cooperatively developed by the County, subcontractors, and Contractor. This item addresses a recommendation also found in the Fitch and Associates Performance Report.

### **Recommendation 3 – Care & Management of Obese Patients**

- (A) The County will open discussions with stakeholders (through the Prehospital Providers Advisory Committee) to review current minimum inventory requirements to evaluate the need for increased equipment/supply to manage obese patients.
- (B) The Contractor has agreed to authorize the use of STAR units for the transport of obese patients when the Contractors Bariatric Unit is not in-service/available. The Contractor will develop a procedure for the request and use of this resource for approval by the County. The use of STAR units for this purpose is not relevant to the STAR Addendum of the Master Agreement.

### **Recommendation 4 – Community Education**

- (A) The Contractor will develop a two-year Community Education Plan, coordinated with system stakeholders and subcontractors, and the County. This plan must be approved by the County prior to implementation as identified in the MA. The plan will identify countywide initiatives such as mass CPR training, “ICE: In-Case-of-Emergency”, “April Pools”, etc.

- (B) The Contractor may continue to provide additional community programs; however, all materials must be approved by the County as identified in the MA.

**Recommendation 5 – National Incident Command System (NIMS) & Standardized Emergency Management System (SEMS) Compliance**

- (A) The Contractor must comply with all NIMS/SEMS training and operational practice requirements. This includes the training of administrative and management personnel consistent with the NIMS integration center and direction provided by the State and County.
- (B) The Contractor shall insure that all records, reports, and process are NIMS/SEMS compliant. This shall include documenting supervisor activities related to system response, incident records and reports, financial tracking, etc. The County will not authorize reimbursements for resource use that is not authorized via the NIMS/SEMS process.

**Recommendation 6 –Hazardous Materials First Responder Operations**

The County would like the Contractor to train all 911 System Ambulance field crews to the Federal Hazardous Materials First Responder Operations (FRO) standards. The County will assist by coordinating available grant funding opportunities to cover course costs, backfill and overtime costs when possible.

The Contract must insure compliance with applicable OSHA and CalOSHA standards.

**Recommendation 7 – Increasing and Evolving Threat Planning**

- (A) In order to insure that the Contractor remains vigilant to appropriate planning for increasing and evolving threats, the Contractor shall develop and implement an internal Emergency Operations Plan (EOP). The plan shall include components of a continuity of operations plan (COOP), in addition to areas identified by the County. Examples of content include training of personnel in the use of air purified respirators, staff personal preparedness, medical supply and equipment stockpiling, infrastructure protection and hardening, etc. (Reference: MA, Item F (2)).
- (B) The Contractor shall exercise this plan semi-annually in cooperation with the County and appropriate allied agencies.

### **Recommendation 8 – Customer Satisfaction Program**

- (A) The Contractor shall implement a customer service program prior to June 2009. This program must be approved by the County and include a proactive review of services provided to patients by the Contractor. All results shall be provided to the County and citizenry.
- (B) The EMS Agency will work to cooperatively with all stakeholders to develop a countywide EMS System patient satisfaction program.

### **Recommendation 9 – Exemption Review Process**

Revise language in the MA/subcontracts that identifies that the Exemption Review Process may be revised at the discretion of the Contract Administrator. Remove all existing language that identifies the exact process for the review and replace with the current Exemption Review Process (attached) that will be added as an Annex to the Master Agreement. This item addresses a recommendation also found in the Fitch and Associates Performance Report.

### **Recommendation 10 – Urbanization Code Update**

- (A) The Contractor shall insure the revision of urbanization codes, used for the evaluation of performance time compliance, by July 1, 2009. Urbanization coding must be updated at least annually to insure appropriate response time determination, commensurate with the population of the County (Reference: MA, Item D (2)).
- (B) The Contractor shall insure that all subcontractors revise urbanization codes, used for the evaluation of performance time compliance, by July 1, 2009. Urbanization coding must be updated at least annually to insure appropriate response time determination, commensurate with the population of the County (Reference: MA, Item D (2)).

### **Recommendation 11 – Saratoga Fire Protection District**

The Saratoga Fire Protection District will be served by Santa Clara County Fire Department. Services provided by the District will not be reduced, only transferred to the County Fire Department. The Master Agreement and subcontracts must be revised to reflect this change.

### **Recommendation 12 – Contractors Services/Public Education**

Pursuant to *Section P – Public Education* of the Master Agreement, the Contractor will provide materials for approval by the County prior to use.

### **Recommendation 13 – Quality Assurance and Improvement Plan (non-clinical)**

The Contractor will develop and/or revise a comprehensive quality assurance and improvement plan, as identified earlier in this document, for approval by the County.

### **Recommendation 14 – County Service Agreement Compliance Review**

The Contractor will participate in the standard County Service Agreement Compliance Review process, as identified earlier in this document.

### **Recommendation 15 – Data Review**

The County requests that the Contractor convene a meeting between their data management personnel and EMS Agency personnel. The purpose of this meeting will be to review report generation, format, data processing and content. This item addresses a recommendation also found in the Fitch and Associates Performance Report.

### **Recommendation 16 – Financial Review**

- (A) The County requests that an independent external review of the Contractors financial records commensurate with the Contractors annual end-of-(fiscal) year report, at Contractors cost.
- (B) The County requests that the Contractor provide an annual report (starting with Calendar Year 2007) detailing payer-mix data. This report includes those covered by private insurance (by sponsor), unsponsored, Medicare/MediCal, etc.

### **Recommendation 17 – Emergency Vehicle Operations**

The County requests a review of the existing Emergency Vehicle Operations policies and training requirements (including emergency vehicle operating policies) for those responsible for operating emergency vehicles.