

# Ambulance Performance/Operations Committee Meeting Agenda



Thursday, March 3<sup>rd</sup>, 2022, at 1:30PM

Virtual Meeting Only – ZOOM LINK:

<https://slohealth.zoom.us/j/93061753458?pwd=aFdpaCtwdW5TSExweGJPVud5WUI4dz09>

**Meeting ID: 930 6175 3458**

**Passcode: 123**

**Members:**

CHAIR: Vacant

VICE-CHAIR: Steve Lieberman, Five Cities Fire Authority  
Fire Chief

County Administrative Officer: Wade Horton

Dr. Penny Borenstein: Interim Health Agency Director

Jonathan Stornetta, Paso Robles Emergency Services, Fire  
Chief

Rachelle Rickard, Atascadero City Manager

Whitney McDonald Grande City Manager

**EMS Agency Staff:**

EMS Administrator: Vince Pierucci

AGENDA	ITEM	LEAD
Call To Order	Introductions	S. Lieberman
	Announcements	
	Public Comment	
Action/Discussion Items	Approval of previous minutes: May 15 <sup>th</sup> , 2019 (attached)	Chairperson
	<ul style="list-style-type: none"> <li>• Election of Officers (APOC by-laws state an election of officers will take place at the 1<sup>st</sup> meeting of the calendar year)</li> </ul>	
	<ul style="list-style-type: none"> <li>• Recommend to the EMS Agency and Public Health Department to exercise the two-year administrative renewal of the current emergency ambulance transport contract with San Luis Ambulance; Current agreement is July 1, 2018 – June 30, 2022</li> </ul>	
	<ul style="list-style-type: none"> <li>• Set Future Meeting dates for Calendar Year 2022                             <ul style="list-style-type: none"> <li>○ 1<sup>st</sup> Thursday of each month OR</li> <li>○ 1<sup>st</sup> Thursday every other month OR</li> <li>○ Committee establishes new schedule</li> </ul> </li> </ul>	
Committee Members Announcements or Reports	Opportunity for Committee members to make announcements, provide brief reports on their EMS-related activities, ask questions for clarification on items not on the agenda, or request consideration of an item for a future agenda (Gov. Code Sec. 54954.2[a][2])	Committee Members
Next Meeting	(TBD) See item 3	

# Ambulance Performance Operations Committee



## DRAFT Meeting Minutes

1:30 P.M., May 15<sup>th</sup>, 2019

Health Campus, second Floor, Large Conference Room (RM 214)  
2180 Johnson Avenue, San Luis Obispo

### Members

- CHAIR: Mike Hill, Health Agency Director
- Dr. Penny Borenstein, County Health Officer
- Jim Bergman, Arroyo Grande City Manager
  
- Jonathan Stornetta, Paso Robles Fire Chief
- Steve Lieberman, Five Cities Fire Authority Fire Chief
  
- Guy Savage, Assistant County Administrative Officer
- Rachele Rickard, Atascadero City Manager

### Guests

#### See Public Sign In Sheet

- Chris Javine, San Luis Ambulance General Manager
- Joe Piedalue, San Luis Ambulance Operations
- Justin Kelton, San Luis Ambulance
- Mike Williams, Consultant, The Abaris Group

#### EMS Agency Staff

- Vince Pierucci, EMS Administrator
- Michelle Pinney, Administrative Assistant

	ACTION
<b>CALL TO ORDER</b>	
<b>Introduction</b>	
<b>Announcements</b> No announcements	
<b>Public Comment</b> No public comment	
<b>ACTION ITEMS</b>	
<b>Approval of Previous Minutes</b> Approval of minutes from the March 27 <sup>th</sup> , 2019	Motion to approve P. Borenstein/ second S. Lieberman; 7 yeas/ 0 nays: motion carried
<b>DISCUSSION ITEMS</b>	
<ul style="list-style-type: none"> <li>• <b>Report from The Abaris Group (Receive and file)</b></li> </ul> <p>The Abaris Group was contracted by the EMS Agency in the fall of 2018 to perform an independent analysis of the current ambulance base rates charged by the current emergency ambulance contractor San Luis Ambulance (SLA). Additionally, The Abaris Group was tasked with providing a recommendation from their independent analysis regarding a new ambulance base rate for SLA.</p> <p>The lead consultant from the Abaris Group Mike Williams presented his report and findings to the Committee. Key findings from the report included the estimated collection rate for SLA in 2018 was 28.5%; SLA indicated in the <i>Abaris Group</i> report they anticipated the collection rate would shrink to 26% due to current low yields on billable charges as well as continued payment reductions by most payors. Moreover, the <i>Abaris Group</i> was able to determine approximately 60% of SLA transports was billable to government payors such as Medicare and Medicaid (Medi-Cal).</p> <p>The presentation concluded with five recommendations:</p> <ol style="list-style-type: none"> <li>1. The County and its advisory group, APOC, have conducted themselves with an exemplary record of stewardship over pricing controls for vulnerable patients, that is, patients that need an ambulance during emergencies.</li> <li>2. The SLA proposed rates appear reasonable given the allowed costs and need for the company to be financially stable. However, The Abaris Group provided a more precise set of calculations for a method to use more precise cost-based charges at the service line level. The current County margin cap of seven percent is slightly lower than the general industry standards where the expected margins are between 8 to 15 percent.</li> <li>3. The current County contract with SLA requires “reviewed” financial statements. The Abaris Group was provided with “compiled” statements which do not have the level of independent scrutiny that “reviewed” or “audited” statements have. Leaving the contract terms as they are (including the</li> </ol>	

	<b>ACTION</b>
<p>stipulation of providing to the County “audited if available” and at a minimum “reviewed” statements), the County and APOC should insist at least reviewed financial statements all future financial disclosures, whether rate related or not.</p> <p>4. SLA has performed in a very proactive way to achieve cost controls and innovations that assist with an effective and efficient delivery of EMS services.</p> <p>5. Consider SLA’s proposed new charges and The Abaris Group’s own recommended rate-change evaluation model as provided in this report with assumptions in the appendices.</p> <ul style="list-style-type: none"> <li>• <b>Consider Recommendation(s) from The Abaris Group regarding ambulance base rates charged by SLA</b></li> </ul> <p>R. Rickard asked V. Pierucci to confirm what percentage increase did the Committee recommend in March</p> <p>V. Pierucci responded by saying the Committee recommend a 5% increase for all charges since the rate review had taken longer than anticipated and SLA had not had an increase since October 2017. SLA is normally eligible for a CPI increase each October, but the 2018 increase had been put on hold for the rate review.</p> <p>G. Savage asked V. Pierucci and Consultant Mike Williams what percentage is SLA asking for?</p> <p>V. Pierucci responded by saying 9.2%</p> <p>Consultant Mike Williams reported his recommendation for a new rate had two options:</p> <ul style="list-style-type: none"> <li>▪ Cost Recovery would result in a 17.2% increase in the base rate OR</li> <li>▪ Cost Recovery + 6% ROI would result in a 26% increase in the base rate</li> </ul> <p>P. Borenstein discussed with the Committee adding 4.2% to the current base rate since it was just increased by 5%. That would then meet the 9.2% increase requested by SLA.</p> <p>R. Rickard asked if there was any way to address the missed CPI increase in October 2018.</p> <p>M. Hill discussed the option of adding 2.3% to the 5% given in March, the 4.2% being discussed currently and add the 2.3% to address any missing CPI increase.</p> <p>R. Rickard makes the following motion: Accept the SLA proposal of 9.2% plus a one time 2.3% CPI adjustment for a total of 11.2% increase in base rates. The 11.2% will include the 5% increase previously granted at the March 27<sup>th</sup> meeting.</p>	<p>Motion to approve: R. Rickard/Second: J. Stornetta; 7 yeas/ 0 nays; motion carried</p>
<p><b>Declaration of Future Agenda Items</b></p> <ul style="list-style-type: none"> <li>• Please send agenda items to Vince</li> </ul>	
<p><b>Adjournment</b> Meeting adjourned at 3:00pm</p>	<p>Chair M. Hill adjourned the meeting</p>



**COUNTY OF SAN LUIS OBISPO HEALTH AGENCY**

**PUBLIC HEALTH DEPARTMENT**

**Jeff Hamm** *Health Agency Director*

**Penny Borenstein, MD, MPH** *Health Officer/Public Health Director*

<b>MEETING DATE</b>	March 3, 2022
<b>STAFF CONTACT</b>	Vince Pierucci, EMS Division Director <a href="mailto:vpierucci@co.slo.ca.us">vpierucci@co.slo.ca.us</a> 805-788-2512
<b>SUBJECT</b>	Ambulance Performance Operations Committee Election of Officers
<b>SUMMARY</b>	<p>Per Article IV, Officers, of the by-laws of the Ambulance Performance Operations Committee, an election of Chair and Vice-Chair shall occur at the first meeting of the calendar year annually:</p> <p><i>“A Chairperson and Vice Chairperson shall be elected by the Committee from among the voting members of one-year terms. An election of officers will take place at the first meeting of the new calendar year.”</i></p> <p>The positions require a motion and second to be eligible to be voted on.</p> <p>Item requires 4 votes of support to pass</p>
<b>REVIEWED BY</b>	EMS Division Administrator Vince Pierucci
<b>RECOMMENDED ACTION(S)</b>	Nomination, discussion and action
<b>ATTACHMENT(S)</b>	N/A



COUNTY OF SAN LUIS OBISPO HEALTH AGENCY

PUBLIC HEALTH DEPARTMENT

Jeff Hamm Health Agency Director

Penny Borenstein, MD, MPH Health Officer/Public Health Director

MEETING DATE	March 3, 2022
STAFF CONTACT	Vince Pierucci, EMS Division Director <a href="mailto:vpierucci@co.slo.ca.us">vpierucci@co.slo.ca.us</a> 805-788-2512
SUBJECT	Administrative Extension of current agreement for emergency medical transport with San Luis Ambulance, Inc.
SUMMARY	<p>In January 2018, the County of San Luis Obispo Board of Supervisors approved a five-year agreement for emergency medical transport services with San Luis Ambulance, Inc. The agreement took effect July 1, 2018, and is set to end June 30, 2022.</p> <p>In Article 7.2 of the Agreement, the Public Health Department, by delegation of authority, has the ability exercise a two-year extension of the initial term, effectively extending the current agreement to June 30, 2024.</p> <p>Before the extension can be executed between the County and the contractor San Luis Ambulance, Inc, both the APOC and the Emergency Medical Care Committee (EMCC) are required to recommend the extension.</p> <p><b><i>“7.2 Automatic Extension of Term. The agreement shall remain in effect until June 30, 2022, and may thereafter be extended for an additional 24 months, by mutual written agreement of both parties. Any extension of the agreement shall include a recommendation from both the Emergency Medical Care Committee (EMCC) and the Ambulance Performance Operations Committee (APOC).”</i></b></p> <p><b>Therefore, the EMS Agency, as a Division of Public Health, is recommending to the APOC to recommend approval of the two year extension.</b></p> <p>The item requires a motion and second to be eligible to be voted on.</p> <p>Item requires 4 votes of support to pass</p>
REVIEWED BY	EMS Division Administrator Vince Pierucci
RECOMMENDED ACTION(S)	Discussion and Action
ATTACHMENT(S)	Executed Contract with San Luis Ambulance, Inc. Updated Exhibit C – First Responder Payments FY 21-22 Updated Exhibit D – San Luis Ambulance Service Rates

MEMORANDUM OF AGREEMENT

This agreement, entered into on January 9, 2018, by and between the County of San Luis Obispo (hereafter "County") and San Luis Ambulance Service, Inc., a California Corporation (hereafter "Contractor") (collectively, "the parties"),

WITNESSETH

WHEREAS, the County regulates the operation of ambulance providers pursuant to the provisions of Chapter 6.60 of the San Luis Obispo County Code (hereafter "Chapter 6.60"); and

WHEREAS, Contractor has been a licensed provider of ambulance services in San Luis Obispo County since 1945; and

WHEREAS, on March 26, 1996, the County entered into its first contract with the Contractor designating the Contractor as the exclusive ambulance service provider in the Northern and Central ambulance services areas of the County (hereafter "the 1996 Northern/Central Area Contract"); and

WHEREAS, on March 14, 2000, the County gave its approval of the Contractor's status as the successor in interest of Five Cities Ambulance Service, Inc., on May 23, 2000, the County approved amendments to both the 1996 Northern/Central Area Contract and the 1997 Southern Area Contract, that the County had with Five Cities Ambulance Service, Inc., to effectuate the transfer; and

WHEREAS, in an effort to enhance efficiency and consistency, the County, in May 2016, entered into a contract with the Contractor aligning the two previous contracts into a single contract consisting of 3 ambulance zones: North, Central and South emergency response areas of San Luis Obispo County; and

WHEREAS, the parties also desire to define an objective process for periodic review of the maximum rates that may be charged by the Contractor, as set forth below; and

WHEREAS, the parties desire to conduct an in-depth review of the ambulance base rates charged by the Contractor, a third party, at the beginning of the contract, will conduct an independent review of ambulance base rates; and

WHEREAS, Chapter 6.60 defines the process for the development of ambulance provider agreements and selection of providers whereby ambulance providers are designated by agreement between County and the designated provider; and

WHEREAS, the Ambulance Performance/Operations Committee (hereafter "APOC") established pursuant to Chapter 6.60 has reviewed this agreement and recommended that County enter into this agreement with the Contractor for the provision of ambulance services;

NOW, THEREFORE, in consideration of the provisions set forth below, the parties hereby agree as follows:

#### ARTICLE 1. DEFINITIONS

For the purpose of this agreement, all words and phrases that are defined in section 6.60.010 of the San Luis Obispo County Code shall have the meaning ascribed to them in said section of the County Code and are incorporated herein by reference. The following words and phrases that are not defined in section 6.60.010 shall have the following meaning:

**Advanced Life Support (ALS):** For ambulance services, means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other mechanical preparations, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of the local EMS system at the scene of an emergency during transport to an acute care hospital and during inter-facility transfer.

**Advanced Life Support (ALS) Provider:** A public or private provider authorized to operate ALS units and provide ALS services in San Luis Obispo County.

**Ambulance Performance/Operations Committee (APOC):** The advisory body created pursuant to section 6.60.050 of Chapter 6.60.

**Ambulance Service Area:** For purposes of this contract, the North, Central and South Emergency Response Areas as defined in Exhibit A, attached hereto and incorporated herein by this reference.

**Basic Life Support (BLS):** Emergency first aid and cardiopulmonary resuscitation procedures which as a minimum include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until Advanced Life Support is available.

**Chapter 6.60:** Chapter 6.60 of the San Luis Obispo County Code ("Prehospital Emergency Medical Care and Transport Services").

**Contract Manager:** The County's Health Agency Director, or designee, or successor in responsibility.

**Emergency:** A condition or situation in which an individual has a need for immediate medical attention or where the potential for such need is perceived by emergency medical personnel or a public safety agency.

**Emergency Medical Technician (EMT):** An individual trained in all facets of basic life support according to standards prescribed by State regulation and who has a valid certificate issued pursuant to Health & Safety Code Division 2.5.

**EMS Act:** California Health and Safety Code Sections 1797 *et seq.*, or successor legislation on the same subject.

**EMS system:** A system of organizations, resources and individuals from whom some action is required to ensure a timely and medically appropriate response to medical emergencies.

**First Responder Agency:** Typically a public agency, such as a fire department, that responds to emergency calls for medical assistance, providing initial stabilization and trained assistance on-scene and, when required, en-route to medical facilities; also refers to certain extrication and rescue services. In accordance with priority dispatch protocol, a first response unit is routinely sent to all presumptively classified life-threatening calls within the Ambulance Service Area.

**Incident Command System:** The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of assigned resources to effectively accomplish stated objectives pertaining to an incident.

**Life Threatening Emergencies:** Those situations determined in accordance with local medical direction that are likely to result in the loss of life without immediate intervention.

**Local EMS Plan:** The emergency medical services plan adopted by the local EMS Agency pursuant to the requirements of the EMS Act.

**Medical control:** The medical management of the emergency medical services system pursuant to the provisions of Health & Safety Code chapter 5, sections 1978 *et seq.*

**Paramedic:** An individual trained and licensed to perform ALS procedures under the direction of a physician (also referred to as an EMT-P).

**Paramedic Ambulance:** An ambulance staffed by a minimum of one licensed Paramedic and one certified EMT and equipped to provide ALS.

**Transport:** When a patient is transported by ambulance to a hospital or between medical facilities where the medical capabilities of an ambulance are required or potentially required.

## ARTICLE 2. DESIGNATION AS PROVIDER AND DESCRIPTION OF SERVICES TO BE PROVIDED

**2.1 Services - In General.** Pursuant to Chapter 6.60, the County hereby designates the Contractor as the Ambulance Service Provider for the Ambulance Service Area. Within said Ambulance Service Areas, the Contractor shall provide emergency ambulance service without interruption, 24 hours per day, every day, for the full term of this contract, in accordance with all provisions of this contract. The Contractor shall provide said emergency ambulance services without regard to the patient's race, color, national origin, religious affiliation, age, sex, sexual orientation, disability, and any other protected class under state or federal law, or ability to pay.

**2.2 Applicable Standards and Involved Agencies.** The Contractor shall provide Advanced Life Support (ALS) emergency ambulance services under medical control as dispatched by MED-COM. Such services shall be provided in accordance with the requirements of the EMS Act, Chapter 6.60, the Local EMS Plan, this contract, and any other applicable statutes, ordinances and regulations. In performing services hereunder, the Contractor shall work cooperatively with the local EMS agency. The Contractor shall also cooperate with the Ambulance Performance/ Operations Committee (APOC) with respect to matters within its purview.

**2.3 Air Ambulance Transport.** The County reserves the right to enter into separate transport agreements with air ambulance providers. Notwithstanding any other provision of this agreement, the County may provide for air transport of patients when such transportation is deemed by the most senior medical personnel on the scene to be in the best interest of the patient(s). However, no such agreement shall provide for air transport of non-critical patients or of critical patients when a ground ambulance is on-scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is no more than 10 minutes greater than the estimated air transport time.

**2.4 Non-Profit Transport Services.** The County reserves the right to enter into separate agreements with non-profit agencies or districts whose purpose is to reduce the travel time for patients residing in the more rural or inaccessible areas of the County. Such agreements will be structured so as to ensure that the Contractor will be involved in meeting non-profit transport agencies at pre-determined transfer points for the transfer of patient care to the Contractor. Such plans will be developed under the approval of the local EMS agency.

**2.5 Requirement for Non-Emergency Ambulance Services:** It is the intent of the Local EMS Plan and related ambulance provider agreements to establish Exclusive Operating Areas

("EOAs") within which the designated ambulance service provider will retain the authority and responsibility for the provision of all ambulance services in the EOA. When requests for non-emergency ambulance transport service are made, the Contractor may take the time necessary to mobilize resources beyond that on-duty at the time of the request. However, at any time, the lead medical personnel at the scene of the patient requiring transport (typically a hospital or hospital emergency room) may upgrade the patient's status to one requiring emergency medical transport. At that time, the designated Contractor in that EOA must respond immediately, as they would for any emergency request.

**2.6 Critical Care Transports.** Contractor may operate a program of critical care transports, which are nurse-staffed inter-facility transports for both emergency and non-emergency patient conditions, in compliance with the policies and procedures developed by the local EMS Agency. Contractor may charge a critical care transport base rate plus mileage for transportation. That rate shall be subject to the rate review process as set forth in Article 6 herein.

### ARTICLE 3. PERFORMANCE STANDARDS

**3.1 Deployment Plan.** Throughout the term of this agreement, the Contractor shall comply with the specific Deployment Plan requirements contained in Exhibit B, attached hereto and incorporated herein by this reference, specifying all the ambulance stations (general locations) and the number of vehicles to be deployed during each hour of the day, and each day of the week for each specific area or zone.

The general goal of the Deployment Plan is to provide an Advanced Life Support (ALS) unit, either by the Contractor or by an ALS fire service agency, to at least 90% of all potentially life threatening emergency ambulance requests originating within each Ambulance Service Area with a maximum response time of 10 minutes in areas designated urban, and a maximum response time of 20 minutes in areas designated as suburban, and a maximum response time of 30 minutes in areas designated as rural, and a maximum response time of 60 minutes in areas designated as remote. The various areas are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Upon request, for purposes of contract administration, the Contractor shall provide documentation regarding the degree to which it has complied with the Deployment Plan. (Deployment Plan specifics are found in Exhibit B).

**3.2 Staffing and Personnel.** The Contractor shall send a Paramedic Ambulance staffed with a minimum of two personnel, whose level of certification shall, as a minimum, be one Emergency

Medical Technician (EMT) and one Emergency Medical Technician-Paramedic (EMT-P) to all life threatening and potentially life-threatening emergency medical requests. Specific certification, training, supervision and preparedness requirements are outlined below.

**A. Certification.** All of the Contractor's ambulance personnel responding to emergency medical requests shall be currently certified and/or licensed by both the State of California and the local EMS agency. In addition, all of the Contractor's EMT-Ps shall be currently accredited by the local EMS agency to practice in San Luis Obispo County. The Contractor shall retain on file at all times copies of the required current and valid licenses, certifications, and/or accreditations of all emergency medical personnel performing services under this agreement.

**B. Reasonable Work Schedules and Working Conditions.** As an independent contractor, the Contractor shall be responsible for determining the methods and techniques for achieving compliance with the requirements of this contract; provided, however, that the Contractor shall utilize reasonable work schedules and work periods for its personnel so that they are fresh enough to be able to perform safely and to provide adequate patient care. The Contractor shall ensure that any of its personnel, who work extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to such an extent that their judgment or motor skills might be impaired. With the exception of extreme emergencies, the Contractor shall not knowingly allow its personnel to work at any provider (public or private) in excess of seventy-two (72) consecutive hours. The Contractor must provide each and every one of its ambulance personnel with no less than twenty-four (24) hours of off-duty time, immediately following each work period.

**C. Required Hazardous Materials Training.** The Contractor shall staff each ambulance with Paramedics and EMTs who shall, within ninety (90) days of hire by Contractor, each show sufficient evidence that they have successfully completed "Hazardous Materials – First Responder Operational Course," or training that has been accepted as equivalent by the local EMS agency and the County Fire Chiefs Haz-Mat Committee.

**D. Orientation and On-Going Preparedness.** The Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, ALS Provider policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, Base Hospital, protocols with other agencies (fire service, Sheriff/Coroner), receiving hospitals, and MED-COM; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization and maintenance.

**E. Field Supervision.** The Contractor shall provide at all times and within San Luis Obispo County an individual authorized to act on behalf of the Contractor in all operational matters.

**F. Preparation for Multi-Casualty Response.** The Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under the County of San Luis Obispo Disaster Plans which are on file at the local EMS agency and prepare them to function in the variety of roles that are required within the Incident Command System.

**G. Critical Incident Stress Debriefing.** The Contractor shall make available to all Contractor employees the County Fire Chiefs Critical Incident Stress Debriefing Program. The Contractor shall encourage program/team participation by the Contractor's employees. The Contractor shall contribute up to \$750 per zone per year to the Fire Chiefs Association, upon their request, to assist in funding the program/team. The Contractor shall not be required to contribute such funds for any purpose other than ongoing training and support that is directly linked to the program/team's needs.

**H. Training with Fire Agencies.** The Contractor shall ensure that its ambulance crews make themselves available to train with fire agencies located within all service areas covered by this contract, engaging in joint training with each local fire department at least twice each calendar year.

**I. Communication with Fire Agencies.** The Contractor shall ensure that its Operations Manager makes himself or herself available to meet with fire chiefs from public agencies located within each ambulance service area on a quarterly basis. The Contractor shall schedule these meetings with reasonable notice to the fire chiefs.

### **3.3 Vehicles and Equipment.**

**A. Vehicles.** Ambulance vehicles shall at a minimum meet the standards of Title XIII, California Code of Regulations. Vehicles shall display the "911" emergency telephone number and state the level of service, "Paramedic Unit," on both sides and the unit identification number/radio designation in 4-inch letters. Ambulance vehicles shall be marked to identify the company name, but shall not display any telephone number other than 911 or any other advertisement. The Contractor shall maintain its vehicles in a good working order, consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Reports shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

**B. General Equipment.** All of the Contractor's ambulances shall carry all emergency supplies and equipment identified in the County Ambulance Equipment and Supply Policy on file at the local EMS agency on each of the licensed units. The Contractor shall maintain its vehicles, equipment, and supplies in a clean, sanitary, and safe mechanical condition at all times. The Contractor agrees that equipment and supply requirements may be changed with the approval of the Contract Manager due to changes in technology.

**C. Communications Equipment and Dispatch.** The Contractor shall equip all Paramedic ambulances and supervisory vehicles used in providing service with a County MED-COM-capable radio. Each ambulance and supervisory vehicle shall also be equipped with a cellular telephone. All ambulances for emergency medical response under the terms of this agreement shall operate only within San Luis Obispo County, or as directed by MED-COM, or in compliance with policies and protocols established by the County. UHF and VHF radio frequencies shall be designated by the County. The Contractor shall operate the two-way radios in conformance with all applicable rules and regulations of the Federal Communications Commission, and in conformance with all applicable state and/or County rules and operating procedures.

**D. Failure to Meet Minimum In-Service Equipment/Supply Requirements.** The County may inspect the Contractor's ambulances during normal business hours, with prior notice. Any ambulance that fails to meet the minimum in-service requirements contained in the County Ambulance Equipment and Supply Policy, as determined by the County, shall be immediately removed from service until the deficiency is corrected, and shall be replaced as necessary to ensure continued compliance with the deployment requirements contained in Exhibit B.

**E. Equipment Exchange and Replacement.** The Contractor shall implement and maintain inventory control and equipment maintenance systems which keep the ambulance fleet fully stocked with approved equipment in good working order at all times. The Contractor shall establish a mechanism to replenish disposable medical supplies and equipment used by a public first responder agency in connection with each patient transport.

**F. Ambulance Restocking Program.** The Contractor shall have a written restocking plan for all first responders in its Ambulance Service Area. Said restocking plan shall be approved by the Contract Manager and local EMS agency, following review of APOC.

**G. Daily Ambulance and Equipment Inspection and Check-Out.** Each day, each ambulance unit and the equipment contained therein shall be inspected and checked out. Each ambulance unit shall be restocked following each response, except in cases where back-to-back responses don't allow for restocking prior to initiating the second response. Equipment and

supplies shall be maintained at levels that assure that back-to-back responses do not cause an ambulance unit to respond to an emergency medical call without sufficient equipment and supplies.

**3.4 Disaster, Multi-casualty, Mutual Aid Response and Standby.** The Contractor will deploy resources in accordance with emergency and or mutual aid plan or plans approved by the County. The Contractor shall render emergency assistance in multi-casualty or disaster situations to any location as directed by MED-COM. At the scene of the multi-casualty incident or disaster, the Contractor's personnel shall perform in accordance with the County's Emergency Response Plans and the Incident Command System. When the Contractor is notified that multi-casualty/disaster assistance is no longer required, the Contractor shall return all of its resources to the primary area of responsibility and shall resume all operations in a timely manner. During the course of the multi-casualty/disaster, the Contractor shall use its best efforts to provide local standard emergency coverage by providing back up units.

**A. Training.** The Contractor shall participate in disaster and multi-casualty training and exercises conducted by the local EMS agency, the County and fire service agencies as requested.

**B. Stand-By Service.** The Contractor shall provide, at no charge to the County or requesting agency, stand-by services at the scene of an emergency incident within its ambulance service area when directed by MED-COM upon the request of a public safety agency. The Contractor may charge for stand-by at an incident where a responsible party exists.

**3.5 Move Up and Cover.** The Contractor shall provide ambulance move-up and coverage for service areas left uncovered due to other emergency responses, as directed by MED-COM. Nothing shall preclude contractors in each service area from developing mutual coverage agreements that may or may not involve financial remuneration. When a contractor provides inter-service area coverage at the request of MED-COM, contractor shall be exempt from normal zone coverage requirements.

#### ARTICLE 4. FIRST RESPONDER SUPPORT

**4.1 Utilization of Fire Department Personnel.** The number and type of resources required of Contractor for each zone have been configured around the participation of the various fire service resources within the zone. If a public agency providing fire-based first responder services executes a separate agreement with Contractor generally assigning to Contractor its right to bill patients for first responder services, Contractor shall pay the first responder agency for said assignment of billing rights in accordance with section 4.2 below. In order to be eligible for support fees, fire service agencies must meet minimum ALS requirements or EMT qualifications as outlined

by the local EMS agency. In the event that there is a request by a fire agency for a change in its ALS Service or first responder fees, and to the extent that such request may impact resource requirements and deployment as set out in Exhibit B, County, in consultation with County's Ambulance Performance/Operations Committee (APOC), shall consider the impact on Contractor of such change or request during the periodic rate review as set out in Article 6.

**4.2 Timing and Amount of First Responder Payments.** The Contractor shall make the first responder payments shown in Exhibit C, attached hereto, and incorporated herein by this reference, to the agencies identified in Exhibit C, in the amounts shown in Exhibit C. All first responder payments shall be made no later than the end of the second month following the end of the quarter for which the payment accrued (for example, payment for the period of April 1st through June 30th will be due on or before the following August 30<sup>th</sup>.)

**4.3 Annual Adjustment to Payments.** The quarterly payments to the first responder agencies will be adjusted annually in proportion to the change in the Los Angeles-Riverside-Orange County Consumer Price Index. However, in no event shall the annual increase exceed five percent (5%). The index shall be for All Urban Consumers (CPI-U) as published by the Bureau of Labor Statistics.

**4.4 Independent Agreements with Other Agencies.** Nothing in this agreement shall preclude Contractor from entering into other agreements with local fire service agencies. Any such agreement shall not involve any of the Contractor's primary responsibilities. If contractor wishes to enter into any agreements which delegates any of their primary responsibilities, any such agreement(s) must be approved by the County's Health Officer, in consultation with both the Emergency Medical Care Committee (EMCC) and Ambulance Performance/Operations Committee (APOC).

## ARTICLE 5. RECORDS, REPORTING AND INSPECTIONS

**5.1 EMS Run Report.** The Contractor shall utilize the County's approved format for documentation on all patient responses, including non-transports. The Contractor shall complete the information accurately and include all information listed in Section 100169 of the California Code of Regulations, and distribute it according to the local EMS agency's policies and procedures. The Contractor shall use an electronic health record that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS).

**5.2 Personnel Reports.** The Contractor shall notify the local EMS agency within 72 hours when an EMT or Paramedic is hired or terminated or resigns.

**5.3 Audits and Inspections.** The Contractor shall maintain separate business and financial records for services provided pursuant to this agreement in accordance with generally accepted accounting principles. Personal, living, family, or non-business records shall be excluded from the business and financial records for services provided under this agreement. The County shall have the following rights of audit and inspection:

**A. Inspection and Copying.** Upon reasonable advance notification, during normal business hours, the County shall have the right to review any and all of the Contractor's business and financial records pertaining to this agreement. All such records shall be made available to the County at its San Luis Obispo County office or other mutually agreeable location. The County may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

**B. Financial Statements.** Annually, the Contractor shall obtain and provide the County with financial statements upon request. If the Contractor has audited financial statements in its possession, Contractor shall make those available to the County. Otherwise, the financial statements shall be prepared by a Certified Public Accountant and shall comply with generally accepted standards for Reviewed Financial Statements. The financial statements shall cover the Contractor's ambulance operations and/or any other businesses that share overhead with the Contractor's ambulance service operation.

**C. Records of Billing.** The Contractor shall provide the County upon request with periodic report(s) in the format approved by the Contract Manager to demonstrate billing compliance with approved/specified rates.

**D. Budget Forecasts and Other Reports.** The Contract Manager may require the Contractor to assist in future budget forecasting for planning purposes. The Contractor shall provide the County with such assistance and other reports and records as may be reasonably required by Contract Manager.

**E. Observation of Operations.** Contractor shall allow Contract Manager or his/her representatives, at a mutually agreed upon time, to directly observe the Contractor's control center operations, maintenance facilities, and ambulance post locations, and to ride as "third person" to observe the operation of any of the Contractor's ambulance units. The Contract manager or his/her representative shall conduct themselves in a professional and courteous manner, shall not interfere with the Contractor's employees in the performance of their duties, and shall at all times be

respectful of the Contractor. The Contractor shall submit to an annual performance evaluation in accordance with procedures established by Contract Manager. It is also understood that at any time the County may cause to be monitored the response time of any ambulance crew, so as to ascertain compliance with standards that are established in Article 3 of this agreement.

## ARTICLE 6. PATIENT CHARGES

**6.1 Charges for Services Provided.** The Contractor's patient charges for services provided pursuant to this agreement shall not exceed the rates as established by the County.

**A. Consumer Price Index Adjustment in Charges.** Adjustments in patient charges will be effective at the conclusion of each annual rate review. If for some reason a rate review has not been conducted within the preceding twelve (12) months, then a Consumer Price Index (CPI) adjustment will be made to the current rates on October 1 of the subsequent year. The adjustment will be based upon the percentage of increase of the Los Angeles-Riverside-Orange County CPI. However, in no event shall the annual increase exceed five percent (5%). The indexes used shall be for "All Urban Consumers" (CPI-U) as published by the Bureau of Labor Statistics using July as the base month.

**B. Significant Changes in Financial Conditions.** In the event that Contractor experiences an increase in operating costs or decreases in operating revenue caused by factors that are beyond the control of the Contractor and to the extent that Contractor is no longer earning a reasonable rate of return, as defined in Article 6.5, the County will consider an increase in ambulance charges. In this situation, the Contract Manager may require Contractor to provide County with financial statements and/or other pertinent information necessary to support any recommended supplemental increase in ambulance charges. In the event that Contractor projects that profits will exceed the allowable profit margin at any time, as defined in Article 6.5, Contractor is obligated to immediately notify County so that the County may adjust ambulance rates.

**6.2 Periodic Rate Reviews - When Allowed.** There shall be regular, periodic reviews of the maximum rates that the Contractor is allowed to charge at the following times or under the following circumstances:

**A. Annual Review at Option of Either Party.** Either party shall have the right, in its complete and absolute discretion, to require a rate review for the Contractor's prior year, and every year thereafter. The rate review will cover a twelve-month period of July 1 to June 30. Should either party desire a rate review, it shall serve the other party a written request for a rate review by June 30. Said review shall be completed by County within 60 days after receipt of all

requested financial documents; and new rates, if any, shall go into effect beginning October 1 of the following Contractor's fiscal year or thereafter depending on completion of the rate review process.

**B. Review Due to Significant Change in Financial Conditions.** If there is an unexpected development caused by factors that are beyond the control of the Contractor and would have a major impact on either the expenses or income of the Contractor, either party may request a rate review within a reasonable time after the impact of that development becomes known. Additionally, if there is a level of service change which affects the Contractor's response time and deployment capabilities, either party may request a rate review within a reasonable time after becoming aware of such change. The party requesting the rate review shall support its request with a narrative justification for the required change(s), including reasons for the change(s), any measures taken to contain costs, and implications if the change(s) is/are not approved. The party receiving the request for rate review shall grant the request if it appears that it may be meritorious.

**C. Reimbursement to County.** Contractor shall bear the full cost of any consultants hired by County for the purpose of conducting rate reviews, and that cost shall be treated as an allowable expense in the subsequent rate review. However, Contractor's cost shall not exceed \$12,000.00 per rate review.

### **6.3 Period Rate Reviews**

**A. Disclosure of Records.** When a rate review is initiated pursuant to Article 6.2, Contractor shall provide any requested business records and audited or reviewed financial statements on an accrual basis to the County covering the period in question, said records and statements to be provided within 60 days of the receipt of the written request.

**B. Rate Review Guidelines.** The rate review process shall be guided and controlled by the "General Guidelines for Ambulance Rate Review" (hereafter "Rate Review Guidelines") as established by County and amended from time to time by County as reasonably necessary, to determine which expenses shall be allowable and which expenses shall be disallowable for the performance of this contract. The County may disallow other expenses not identified in the Rate Review Guidelines if it determines, in its discretion, that said expenses were not previously identified in prior rate reviews and are not reasonable necessary to the performance of this contract. Furthermore, County may allow certain expenses not identified in the Rate Review Guidelines if it determines, in its discretion, and based upon changed circumstances substantiated by Contractor, that said expenses are reasonably necessary to the performance of this contract. The County shall not unreasonably modify the Rate Review Guidelines and shall discuss any modifications of the Rate Review Guidelines with Contractor.

**6.4 Periodic Rate Reviews - Findings by the County.** The County shall review the records and statements submitted by Contractor and verify the accuracy thereof. An Ambulance Performance/Operations Committee (APOC) meeting may be called if significant program or fiscal issues arise. The County may require submission of confirming and/or follow-up documentation. Said confirming and/or follow-up documentation shall be submitted to County within 15 days of the request. At the conclusion of its review, the County shall ascertain the value of the following terms, which shall have the meaning set forth below:

**A. Allowable Annual Expense.** The total of expenses that were verified and that the County found were reasonably necessary to the performance of the contract.

**B. Effective Annual Profit.** The amount of profit found by the County, including any items that Contractor reported as expenses but were disallowed by the County pursuant to the preceding subparagraph.

**C. Effective Profit Margin.** The Effective Annual Profit divided by the Estimated Net Revenue, expressed as a percentage.

**6.5 Periodic Rate Reviews - Setting Future Maximum Rates.** The County shall allow Contractor a reasonable rate of return and County agrees to consider all rate review applications in a timely manner. The County shall use the information developed in the rate review to predict the Effective Profit Margin over the next 12 months (hereafter the "Predicted Future Effective Profit Margin"). The prediction shall be made by assuming that rates are unchanged and estimating the Effective Profit Margin over the next 12 months, considering (1) the rate review data, which shall be used as a baseline, (2) general historical trends that are likely to affect revenue and expense, and (3) specific, one-time factors that are likely to cause atypical changes in revenue and expense. The Predicted Future Effective Profit Margin shall be deemed to be reasonable if it falls within the range between 5% and 7%, which shall be referred to as the "Target Profit Range."

**A. Predicted Future Effective Profit Margin within Target Profit Range.** If the Predicted Future Effective Profit Margin falls within the Target Profit Range, no change in future maximum rates shall be made as a result of the rate review, unless profits fell below 5% or exceeded 7% in the prior fiscal year. This is subject to Section 6.5C.

**B. Predicted Future Effective Profit Margin outside the Target Profit Range.** If the Predicted Future Effective Profit Margin is outside (above or below) the Target Profit Range, the future maximum rates shall be adjusted (upward or downward) by amounts sufficient to bring the Predicted Future Effective Profit Margin within the Target Profit Range for the future. If the Target Profit Range exceeds 7%, either due to the CPI increase or some other factor or if the Target Profit

Range is below 5%, the future maximum rates will be adjusted so that the Predicted Future Effective Profit Margin will be 6%. This is subject to Section 6.5C.

**C. Adjustment for Profits outside the Target Profit Range.** Should Contractor's profits earned fall below the 5% minimum, the rates shall be adjusted above the 7% maximum until the Contractor's "loss," the difference between actual profits and the 5%, is recovered. Conversely, Contractor shall "pay down" profits earned in excess of the 7% maximum allowed by having the rates adjusted low enough, below the 5% minimum, until such time as excess profits are fully "paid down."

**D. Implementation of Maximum Rates following a Rate Review.** At the conclusion of a rate review, if the County determines that the maximum rates should be adjusted, the Contract Manager shall provide written notification to the Contractor of the revised rates. No further action by any party is necessary to implement said rates.

**6.6 Billing and Collections.** The Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover payment from third party sources for which they may be eligible. The Contractor shall make no attempts to collect its fees at the time of service.

## ARTICLE 7. TERM AND TERMINATION

**7.1 Initial Term.** Unless terminated by either party pursuant to the provisions of this agreement, this agreement shall remain in effect for the time period (hereafter the "Initial Term") beginning on the Effective Date and ending on June 30, 2022.

**7.2 Automatic Extension of Term.** The agreement shall remain in effect until June 30, 2022, and may thereafter be extended for an additional 24 months, by mutual written agreement of both parties. Any extension of the agreement shall include a recommendation from both the Emergency Medical Care Committee (EMCC) and the Ambulance Performance Operations Committee (APOC).

**7.3 Termination by Either Party without Cause.** This agreement may be terminated by either party, at their sole discretion, upon three hundred sixty five (365) day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

**7.4 Termination by the County for Cause.** County shall have the right to terminate this agreement or to pursue any appropriate legal remedy in the event the Contractor materially breaches this agreement and fails to correct such default within thirty (30) days following the service of a written notice by the County specifying the default(s) and the effective date of intended

termination of this agreement, absent cure. Conditions and circumstances which shall constitute a material breach by the Contractor shall include but are not limited to the following:

**A.** Failure of the Contractor to operate the ambulance service system in a manner that enables the County and the Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Minor violations of such requirements shall not constitute a material breach except serious, willful and/or repeated violations shall constitute a material breach;

**B.** Falsification of data supplied to the County including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under this agreement;

**C.** Failure to maintain equipment in accordance with good maintenance practices;

**D.** Deliberate and unauthorized scaling down of operations to the detriment of performance;

**E.** Attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle;

**F.** Attempts by the Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;

**G.** Chronic and persistent failure of the Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;

**H.** Failure to comply with approved rate setting, billing, and collection procedures;

**I.** Repeated failures to meet response time requirements after receiving notice of non-compliance from the Contract Manager;

**J.** Failure of the Contractor to provide and maintain the required insurance;

**K.** Failure of Contractor to provide patient care at a level and quality that meets established standards.

#### ARTICLE 8. ASSIGNMENT OF BILLING RIGHTS WITH RESPECT TO COUNTY-PROVIDED FIRST RESPONDER SERVICES

**8.1 Assignment.** The County hereby assigns to the Contractor its right to directly bill persons for County-provided first response emergency medical services. First response emergency medical services provided by the County may include, but are not limited to, providing initial stabilization and trained on-scene assistance, and assistance en route to medical facilities as required, and extrication and rescue services.

**8.2 Payment for Assignment.** In consideration of the assignment set forth in paragraph 8.1 above, the Contractor shall pay to the County a “first responder support” payment in accordance with Article 4 above.

#### ARTICLE 9. MISCELLANEOUS

**9.1 Independent Contractor.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise direction or control over the professional manner in which Contractor performs the services that are the subject matter of this Contract; provided however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

**9.2 Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

**9.3 Warranty of Contractor.** The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, federal, state, and local laws and regulations applicable to the provision of services herein.

**9.4 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**A. Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:

**(1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**(2) Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

**(3) Workers' Compensation.** The Contractor shall provide and maintain throughout the term of this agreement workers' compensation insurance coverage for its employees as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**(4) Professional Liability/Errors and Omissions.** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation

**B. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**(1 ) Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage may be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

**(2) Primary Coverage.** For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**(3) Notice of Cancellation.** Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days prior written notice** (10 days for non-payment) has been given to the County.

**(4) Failure to Maintain Insurance.** Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

**(5) Waiver of Subrogation.** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**(6) Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**(7 ) Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

**(8) Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

**(a)** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

**(b)** Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work

**(c)** Cancellation of Insurance or Non-renewal. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**(9) Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**(10) Verification of Coverage.** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Certificates and copies of any required endorsements shall be sent to:

EMS Director  
County of San Luis Obispo  
2180 Johnson Avenue  
San Luis Obispo, CA 93401

**(11) Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**(12) Special Risks or Circumstances.** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**9.5 Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with

Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

**9.6 Modifications and Amendments.**

**A. General Amendments.** This contract may only be modified or amended by a written document executed by the Contractor and the San Luis Obispo County Board of Supervisors or, after Board approval, by its designee, subject to any required State or Federal approval.

**B. Administrative Amendments.** To the extent required by changes in applicable State or Federal laws or regulations, this agreement shall be automatically deemed amended to conform.

**9.7 Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**9.8 Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.** At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On an annual basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. Documentation shall be forwarded to the Contracts Coordinator for inclusion in the Contract file.

**9.9 Fiscal Controls.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the County of San Luis Obispo Auditor-Controller Contract Accounting Handbook (Handbook), which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The Handbook may be modified from time to time and Contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

i. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo, CA 93408.

ii. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

**A. Cost Disclosure – Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

**B. State Audit.** Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit by the State Auditor-Controller for a period for three (3) years after final payment under the contract. Contractor shall permit the State Auditor-Controller to have access to any pertinent books, documents, papers and records for the purpose of said audit.

**C. Non-appropriation of Funds.** In the event that the term of this contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, the provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this contract have not been appropriated or provided, this contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this contract, and the Contractor shall not be obligated to perform any provision of this contract or to provide services intended to be funded pursuant to this contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this contract with no liability to the County or offer a contract amendment to the Contractor to reflect the reduced amount.

**9.10 Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

**9.11 Corporate and Signatory Authority.** If the Contractor is a corporation, Contractor represents and warrants that it is and will remain, throughout the term of this contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California. Contractor warrants that it has full power and authority to enter into and perform this contract, and the person signing this contract warrants that he or she has been properly authorized and empowered to enter into this contract.

**9.12 Venue.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**9.13 Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the parties at the following addresses, as may be amended from time to time:

**To the County:**  
Health Agency Director  
County of San Luis Obispo  
2180 Johnson Avenue  
San Luis Obispo, CA 93401

**To the Contractor:**  
Frank Kelton, President and CEO  
San Luis Ambulance Service, Inc.  
3546 South Higuera Street  
San Luis Obispo, CA 93401

**With a copy to:**  
P. Terence Schubert, Esq.  
Attorney at Law  
1254 Marsh Street  
San Luis Obispo, CA 93401

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SAN LUIS AMBULANCE SERVICE, INC.  
A California Corporation

By:   
Frank Kelton  
President and CEO

ATTEST:   
(Signature)

CHRIS JAVINI  
Name and Title of Person Attesting for  
San Luis Ambulance Service, Inc.

COUNTY OF SAN LUIS OBISPO

By:   
Chair of the Board of Supervisors

Authorized by Board Action on:

January 9, 2018

ATTEST:

TOMMY GONG, County Clerk and  
Ex-Officio Clerk of the Board of Supervisors

By:   
Deputy Clerk  
Dated: January 9, 2018

APPROVED AS TO FORM  
AND LEGAL EFFECT

RITA NEAL, COUNTY COUNSEL

By:   
Deputy County Counsel  
Dated: 12/14/17

EXHIBITS

**EXHIBIT A: EMERGENCY RESPONSE AREAS OF SAN LUIS OBISPO COUNTY**

**EXHIBIT B: DEPLOYMENT PLAN**

**EXHIBIT C: FIRST RESPONDER FEES**

**EXHIBIT D: SAN LUIS AMBULANCE SERVICE, INC. SERVICE RATES**

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**EXHIBIT A**  
**EMERGENCY RESPONSE AREAS OF SAN LUIS OBISPO COUNTY**

**ZONE DESCRIPTIONS:**

The following zone descriptions coincide with the attached maps that delineate the zone boundaries.

**NORTH COAST ZONE**

Generally described as the Northwest Coastal portion of San Luis Obispo County that includes all of the Cambria Health Care District plus additional areas that are best serviced from the coastside area and has the following general boundaries:

**West:** Pacific Ocean from Monterey County line south to Villa Creek

**North:** Monterey County line from the Pacific Ocean to Rocky Butte Truck Trail

**East:** Coastal Ridge from Monterey County line near Rocky Butte Truck Trail, then southeasterly along the main coastal ridge through Rocky Butte repeater site to the intersection of Highway 46 West and Old Creek/ Santa Rosa Creek Roads (all Santa Rosa Creek Road addresses are included in the North Coast Zone).

**South:** From Highway 46 West and Old Creek/Santa Rosa Creek roads intersection, southwesterly to the Pacific Ocean staying just north of Villa Creek Road ( all Old Creek Road and Villa Creek Road addresses are included in the Central Zone).

**NORTH ZONE**

Generally described as the "North County" portion of San Luis Obispo County. The North Zone has the following general boundaries:

**West:** Main coastal ridge boundary (eastern boundary of the North Coast Zone) from the Monterey County line southeasterly through Rocky Butte repeater site to Highway 46 West and Santa Rosa Creek/Old Creek Road intersection, to Highway 41 West near Cerro Alto Road, to Highway 101 just north of Cuesta Summit (excludes all of West Cuesta Ridge Road and Tassajera Creek Road).

**North:** Monterey County Line east of Rocky Butte Road to Kern County line.

**East:** Kern County Line north of Highway 166 to Kings County line.

**South:** An extension of the western boundary southeasterly from Highway 101 just north of Cuesta Summit, then to Hi Mountain Peak, then generally southeast through Caliente Peak and to the Kern County line just north of Highway 166.

**CENTRAL ZONE**

Generally described as the "Central" or "Mid-County" portion of San Luis Obispo County. The Central Zone has the following general boundaries:

**West:** Pacific Ocean from Villa Creek south to Pirate's Cove ( just north of Shell Beach).

## **Exhibit A (continued)**

**North:** Shared boundary with the North Coast Zone from the Pacific Ocean just north of Villa Creek Road then northeasterly to the intersection of Highway 46 West and Santa Rosa/Old Creek Roads.

**East:** Shared boundary with the North Zone from the intersection of Highway 46 West and Santa Rosa/Old Creek Roads, then southeast to Highway 41 West near Cerro Alto Road, to Highway 101 just north of Cuesta Summit (includes all of West Cuesta Ridge Road and Tassajera Creek Road).

**South:** Shared boundary with the South Zone from the Pacific Ocean north of Shell Beach, then easterly through Gragg Canyon (between Shell Beach and Squire Canyon), to the intersection of Highway 227 and Price Canyon Road, then east just north of Orcutt Road and Tiffany Ranch Road, then northeast to Hi Mountain Peak area and the southern boundary to the North Zone.

### **SOUTH ZONE**

Generally described as the "South County" of San Luis Obispo County. The South Zone has the following general boundaries:

**West:** Pacific Ocean from the Shell Beach south to the Santa Barbara County line

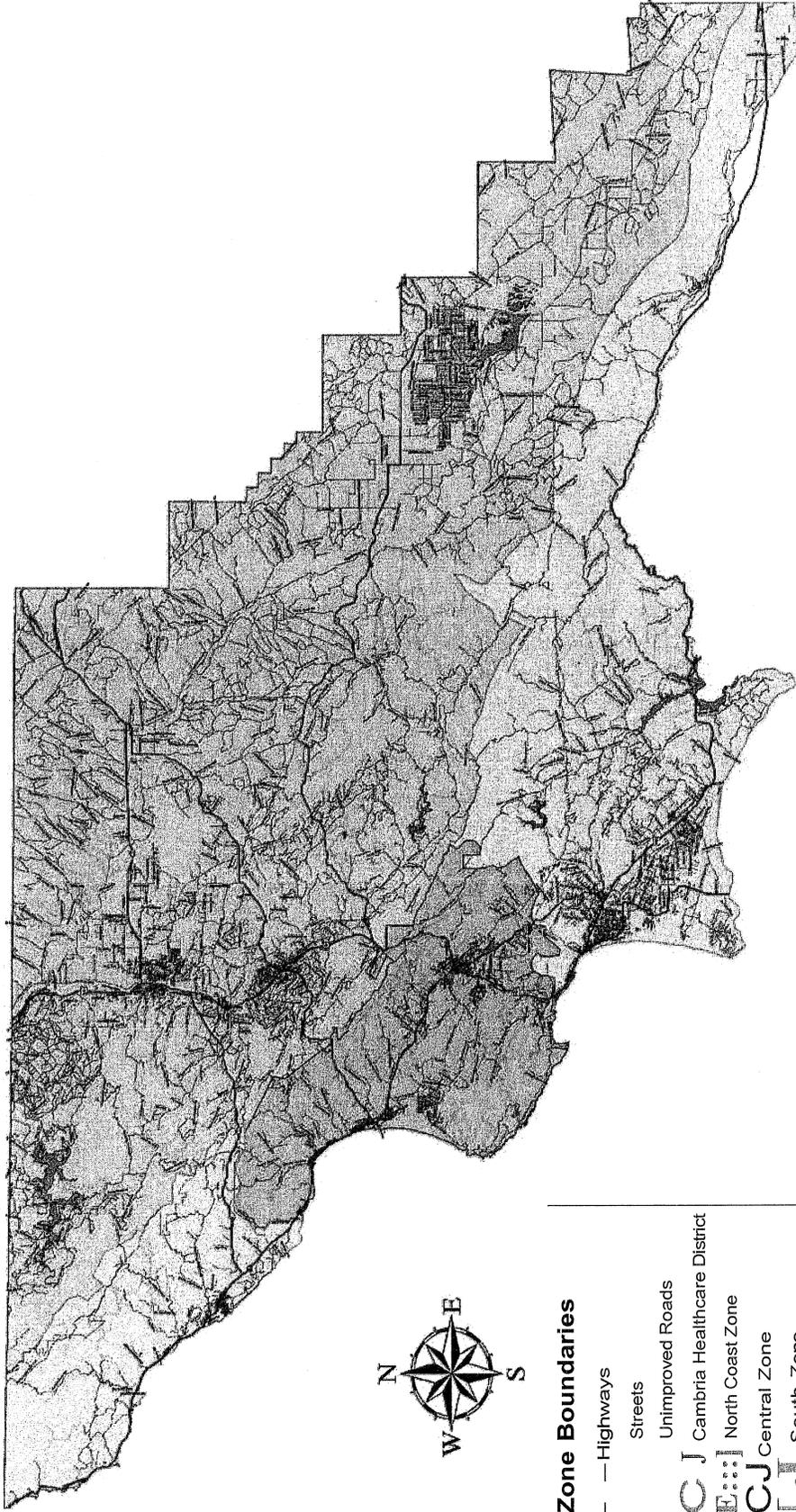
**North:** Shared boundary with the Central Zone from the Pacific Ocean north of Shell Beach, then easterly through Gragg Canyon (between Shell Beach and Squire Canyon), to the intersection of Highway 227 and Price Canyon Road, then east just north of Orcutt Road and Tiffany Ranch Road, then northeast to Hi Mountain Peak area and the southern boundary of the North Zone.

**East:** Shared boundary with the North Zone from Hi Mountain Peak area, then generally southeast through Caliente Peak and to the Kern County line just north of Highway 166 (including all of Highway 166 and that portion of the Cuyama area in San Luis Obispo County).

**South:** The Santa Barbara County line from the Pacific Ocean to Kern County line.

Exhibit A (continued)

# Ambulance Emergency Response Areas of San Luis Obispo County



**Zone Boundaries**

- Highways
- - - Streets
- ..... Unimproved Roads

C J Cambria Healthcare District  
E J North Coast Zone  
C J Central Zone  
C J South Zone  
C J North Zone

0 1:16300 10 ..... 20  
— Miles

## Exhibit B

### DEPLOYMENT PLAN

The general goal of the Deployment Plan is to provide an Advanced Life Support (ALS) Unit, either by Contractor or by an ALS fire service agency, to at least 90% of all potentially life threatening emergency ambulance requests originating within each Emergency Response Area with a maximum response time of:

- 10 minutes in areas designated urban
- 20 minutes in areas designated suburban
- 30 minutes in areas designated as rural
- 60 minutes in areas designated as remote.

The terms urban, suburban, rural, and remote are defined by the California State Emergency Medical Services Authority, EMSA #101: EMS Standards and Guidelines Part 1 as follows:

**Urban:** All census places with a population density of >100 persons per square mile; or census tracts and enumeration districts with census tracts which have a population density of >100 persons per square mile.

**Suburban:** All census places with a population density of 51-100 persons per square mile; or census tracts and enumeration districts with census tracts which have a population density of 51-100 persons per square mile.

**Rural:** All census places with a population density of 7-50 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 7-50 persons per square mile.

**Remote:** Census tracts or enumeration districts without census tracts which have a population density of <7 persons per square mile.

Applying the California State EMS Authority's definition of urban, suburban, rural, and remote locally, the cities and unincorporated areas of San Luis Obispo County would be rated as follows based on California State Department of Finance and San Luis Obispo County Planning Department figures:

<b><u>Urban Areas</u></b>	<b><u>Suburban Areas*</u></b>	<b><u>Rural Areas</u></b>	<b><u>Remote Areas</u></b>
City of Arroyo Grande	Avila Beach	Creston	California Valley
City of Atascadero	Cayucos	Heritage Ranch	Cholame
City of Grover Beach	Edna Valley/Los Ranchos (Country Club)	Shandon**	La Panza
City of Morro Bay	Garden Farms	Whitley Gardens	Pozo
City of Paso Robles	San Miguel		Oak Shores
City of Pismo Beach	Santa Margarita		
City of San Luis Obispo			
Cal Poly			
Baywood Park/Los Osos			
Nipomo			
Oceano			
Templeton			

\*Areas that meet "Urban" classification that have less than 500 calls per year (excepting Oceano, part of Five Cities response area) are reclassified as "Suburban" and will be reviewed annually to monitor for potential increases in call volume.

\*\* Shandon is reassigned from suburban to rural category due to low call volume and general isolation from larger population centers.

## Exhibit B (continued)

### SPECIFIC RESOURCE REQUIREMENTS

Contractor shall provide latitude and longitude data associated with all units responding to EMS calls upon request of the EMS Agency, and shall at all times maintain and operate one (1) four wheel drive ambulance unit which will be stationed in the South Zone.

1. Central Zone: 3 ambulance units per day  
Station locations: San Luis Obispo and Morro Bay
2. North Zone: 3 ambulance units per day  
Station locations: Templeton, Atascadero, Paso Robles
3. South Zone: 3 ambulances units per day  
Station locations: Arroyo Grande and Nipomo

**Exhibit C**

FIRST RESPONDER PAYMENTS FISCAL YEAR 2017-18

First responder payments will be made no later than the end of the 2nd month following the end of the quarter for which the payment accrued.

<b>NORTH ZONE</b>	<b>QUARTERLY</b>	<b>ANNUAL</b> (7-1-17 Thru 6-30-18)
City of Atascadero	\$29,088.29	\$116,353.17
City of Paso Robles	\$22,641.72	\$90,566.87
San Miguel Fire District	\$1,153.08	\$4,612.30
County of San Luis Obispo	\$14,989.65	\$59,958.61
Templeton Community Service Dist.	\$2,358.51	\$9,434.04
Santa Margarita Fire	\$1,048.25	\$4,192.99
<b>Total North Zone</b>	<b>\$71,279.50</b>	<b>\$285,117.98</b>
<b>CENTRAL ZONE</b>		
Avila Beach Co. Water District	\$995.82	\$3,983.28
Cayucos Fire Prevention District	\$1,467.51	\$5,870.04
City of Morro Bay	\$22,641.72	\$90,566.87
City of San Luis Obispo	\$45,283.40	\$181,133.58
County of San Luis Obispo	\$8,176.20	\$32,704.78
County Service Area 9, Zone B (South Bay Fire)	\$17,767.43	\$71,069.73
<b>Total Central Zone</b>	<b>\$96,332.08</b>	<b>\$385,328.28</b>
<b>SOUTH ZONE</b>		
Five Cities Fire Authority	\$5,712.87	\$22,851.46
City of Pismo Beach	\$2,148.88	\$8,595.50
County of San Luis Obispo	\$25,367.10	\$101,468.38
<b>Total South Zone</b>	<b>\$33,228.85</b>	<b>\$132,915.34</b>
<b>TOTAL ALL ZONES</b>	<b>\$200,840.43</b>	<b>\$803,361.60</b>

**Exhibit D**

SAN LUIS AMBULANCE SERVICE, INC. SERVICE RATES (eff. Oct. 16, 2017)

<u>Service</u>	<u>Rate (\$)</u>
Advanced Life Support (ALS) Base Rate	\$2,395.38
Critical Care Transport (CCT) Base Rate	\$4,098.48
<u>Ancillary Costs</u>	
ALS Transport	\$735.60
ALS Transport Mileage (per mile)	\$39.69
CCT Transport Mileage (per mile)	\$56.76
Oxygen	\$83.76
Infectious Control/Disposals	\$20.96
Stand-by (per hour)	\$167.71



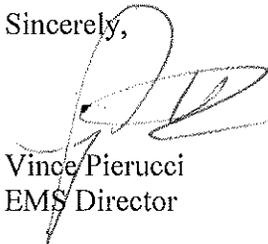
**COUNTY OF SAN LUIS OBISPO**  
**HEALTH AGENCY**  
Michael Hill *Health Agency Director*

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To: Fire Agencies in SLO County  
From: Vince Pierucci  
Date: November 4, 2021  
Re: Increase in First Responder Fees

Attached is the new schedule of payments from San Luis Ambulance Service, Inc. to San Luis Obispo County First Responders. The adjusted payment schedule represents a Consumer Price Index (CPI) increase of 3.9% over the prior fiscal year's schedule. The increase is based on the San Luis Ambulance Service, Inc. contract requirement to adjust the rate annually according to prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U) using July as the base month. The adjusted payment schedule is effective July 1, 2021 and the first quarter payment is due from San Luis Ambulance no later than November 30<sup>th</sup>, 2021.

Sincerely,



Vince Pierucci  
EMS Director

Attachment: (First Responder Payments FY 2021-22)

CC: Frank Kelton  
Mike Hill  
Dr. Penny Borenstein

## FIRST RESPONDER PAYMENTS FISCAL YEAR 2021-22

First responder payments will be made no later than the end of the 2nd month following the end of the quarter for which the payment accrued.

<b>NORTH ZONE</b>	<b>QUARTERLY</b>	<b>ANNUAL</b>
		(7-1-21 Thru 6-30-22)
City of Atascadero	\$32,437.58	\$129,750.32
City of Paso Robles	\$25,248.74	\$100,994.96
San Miguel Fire District	\$1,285.76	\$5,143.05
County of San Luis Obispo	\$16,715.69	\$66,862.77
Templeton Community Service Dist.	\$2,629.97	\$10,519.88
Santa Margarita Fire	\$1,169.13	\$4,676.54
<b>Total North Zone</b>	<b>\$79,486.87</b>	<b>\$317,947.51</b>
 <b>CENTRAL ZONE</b>		
Avila Beach Co. Water District	\$1,110.69	\$4,442.76
Cayucos Fire Prevention District	\$1,636.43	\$6,545.70
City of Morro Bay	\$25,248.74	\$100,994.96
City of San Luis Obispo	\$50,497.74	\$201,990.95
County of San Luis Obispo	\$9,117.48	\$36,469.94
County Service Area 9, Zone B (South Bay Fire)	\$19,813.21	\$79,252.84
<b>Total Central Zone</b>	<b>\$107,424.29</b>	<b>\$429,697.15</b>
 <b>SOUTH ZONE</b>		
Five Cities Fire Authority	\$6,370.89	\$25,483.55
City of Pismo Beach	\$2,396.45	\$9,585.81
County of San Luis Obispo	\$28,288.07	\$113,152.30
<b>Total South Zone</b>	<b>\$37,055.41</b>	<b>\$148,221.66</b>
<b>TOTAL ALL ZONES</b>		<b>\$895,866.32</b>



COUNTY OF SAN LUIS OBISPO HEALTH AGENCY  
PUBLIC HEALTH DEPARTMENT

Michael Hill *Health Agency Director*

Penny Borenstein, MD, MPH *Health Officer/Public Health Director*

October 6, 2021

Frank Kelton  
San Luis Ambulance Service, Inc.  
P.O. Box 954  
San Luis Obispo, CA 93406

Per the current agreement with San Luis Ambulance, Inc., when a rate review is not completed in the preceding 12-month period, San Luis Ambulance, Inc., is entitled to a CPI adjustment as outlined in Article 6, Section 6.1A of the current agreement. The rate increase is set to take effect Friday, October 1<sup>st</sup>, 2021, and will remain the current approved rate until an updated CPI review is completed. The next CPI review is scheduled for September 2022.

After reviewing the Los Angeles-Anaheim-Long Beach CPI based on the "All Urban Consumers" index, formerly the Los Angeles-Riverside-Orange Counties "All Urban Consumers" index, the calculated increase is 3.9% for each category identified below. The new rate for Advanced Life Support (ALS) will be \$2,952.72 and Critical Care Transports (CCT) will be \$7,548.84 effective October 1, 2021. See chart below:

Service Base Description	Service Base Rate, effective October 1, 2020	Consumer Price Index (CPI) Adjustment, effective October 1, 2021	Amount of Adjustment, effective October 1, 2021	Service Base Rate, effective October 1, 2021
Advanced Life Support (ALS)	\$2,841.89	3.9%	\$110.83	\$2,952.72
Critical Care Transports (CCT)	\$7,265.49	3.9%	\$283.35	\$7,548.84

Other ancillary service rates will be increased by the 3.9% CPI effective October 1, 2021 as well. See chart below:

**Emergency Medical Services**

Other Ancillary Services	Other Services, effective October 1, 2020	Consumer Price Index (CPI) Adjustment, effective October 1, 2021	Amount of Adjustment, effective October 1, 2021	Other Services, effective October 1, 2021
Oxygen	\$97.41	3.9%	\$3.80	\$101.21
Advanced Life Support (ALS) Mileage	\$59.98	3.9%	\$2.34	\$62.32
Critical Care Transports (CCT) Mileage	\$69.24	3.9%	\$2.70	\$71.94
Stand by Rate / Hour	\$209.99	3.9%	\$8.19	\$218.18
Infectious Control / Disposals	\$24.37	3.9%	\$.95	\$25.32
Advanced Life Support (ALS) Transport	\$831.72	3.9%	\$32.44	\$864.16

Should you have any questions, please do not hesitate to call me at 805-788-2512

Thank you,



Vince Pierucci  
 EMS Administrator  
 County of San Luis Obispo

CC: Mike Hill  
 Penny Borenstein, MD  
 Cathy Manning



**COUNTY OF SAN LUIS OBISPO HEALTH AGENCY**

**PUBLIC HEALTH DEPARTMENT**

**Jeff Hamm** Health Agency Director

**Penny Borenstein, MD, MPH** Health Officer/Public Health Director

<b>MEETING DATE</b>	March 3, 2022
<b>STAFF CONTACT</b>	Vince Pierucci, EMS Division Director <a href="mailto:vpierucci@co.slo.ca.us">vpierucci@co.slo.ca.us</a> 805-788-2512
<b>SUBJECT</b>	Ambulance Performance Operations Committee Schedule Future Meetings
<b>SUMMARY</b>	<p>Per Article V, Meetings, of the by-laws of the Ambulance Performance Operations Committee, meetings can be scheduled as a as needed basis but at least once a quarter:</p> <p>[ In pertinent part] <i>“The Committee will meet on an as-needed basis, but no less frequently than once per calendar quarter.”</i></p> <p>With new membership and the lack of meetings since 2019, the Committee needs to determine a schedule for future meetings for the remaining calendar year of 2022.</p> <p>Proposal outlined in the agenda is as follows:</p> <ul style="list-style-type: none"><li>O 1st Thursday of each month OR</li><li>O 1st Thursday every other month OR</li><li>O Committee establishes new schedule</li></ul> <p>The item require a motion and second to be eligible to be voted on.</p> <p>Item requires 4 votes of support to pass</p>
<b>REVIEWED BY</b>	EMS Division Administrator Vince Pierucci
<b>RECOMMENDED ACTION(S)</b>	Discussion and Action
<b>ATTACHMENT(S)</b>	N/A