



Board Agenda Item 43

DATE: August 6, 2019

TO: Board of Supervisors

SUBMITTED BY: David Pomaville, Director, Department of Public Health

SUBJECT: Dispatch Services for the Madera County Ambulance Providers - Pistoresi Ambulance Service and Sierra Ambulance Service

RECOMMENDED ACTION(S):

1. **Approve and authorize the Chairman to execute a retroactive revenue Agreement with Pistoresi Ambulance Service, Inc., for dispatching services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2019 through June 30, 2020 (\$305,184);**
2. **Approve and authorize the Chairman to execute a retroactive Agreement with KWPH Enterprises, dba American Ambulance, for dispatching of Pistoresi Ambulance Service through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2019 through June 30, 2020 (\$263,618);**
3. **Approve and authorize the Chairman to execute a retroactive revenue Agreement with Sierra Ambulance Service, Inc., for dispatching services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2019 through June 30, 2020 (\$97,236); and,**
4. **Approve and authorize the Chairman to execute a retroactive Agreement with KWPH Enterprises, dba American Ambulance, for dispatching of Sierra Ambulance Service through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2019 through June 30, 2020 (\$84,053).**

Approval of the first and third recommended actions will allow the continuation of ambulance dispatch services for the identified Madera County ambulance providers through the Fresno County Emergency Medical Services (EMS) Communications Center. Approval of the second and fourth recommended actions will allow the Department of Public Health to contract with American Ambulance for dispatch services to pass-through funds received from the ambulance providers for reimbursement of personnel and dispatch costs provided by American Ambulance, retaining a portion to offset County costs, with no increase in Net County Cost. This item pertains to services outside the County's jurisdiction but necessary due to the EMS Center's regional functions.

ALTERNATIVE ACTION(S):

There are no viable alternative actions. Should your Board not approve the recommended actions, the identified Madera County ambulance providers would need to find other alternatives for dispatch services.

RETROACTIVE AGREEMENT:

The recommended agreements are retroactive to July 1, 2019, due to extended negotiations with the ambulance providers. The prior agreements expired on June 30, 2019

FISCAL IMPACT:

There is no Net County Cost associated with the recommended actions. The recommended revenue agreements with Pistoiresi Ambulance Service (Pistoiresi) and Sierra Ambulance Service (Sierra) will provide a total of \$305,184 and \$97,236, respectively. The associated agreements with American Ambulance will be funded with \$263,618 from Pistoiresi and \$84,053 from Sierra. The Department will retain \$41,566 from Pistoiresi and \$13,183 from Sierra to offset County costs, such as personnel and radio equipment. The maximum amount of the recommended agreements with American Ambulance are \$263,618 and \$84,053 and will be fully offset with pass-through revenue received from the ambulance providers. Sufficient appropriations and estimated revenues will be included in the Department's Org 5620 FY 2019-20 Recommended Budget.

DISCUSSION:

The Fresno County EMS Communications Center is a regional dispatch center responsible for the management and dispatch of all ambulance requests in Fresno, Kings, and Madera Counties. The Center began dispatching services for Pistoiresi and Sierra in 2005 and the prior agreements (Agreement Nos. 17-461 and 17-463) for services were approved by the Board on September 12, 2017 and expired on June 30, 2019.

The proposed agreements with Pistoiresi and Sierra allow the ambulance providers to continue contracting with the County for dispatching services utilizing the Fresno County EMS Communications Center, which is staffed and operated by American Ambulance under its exclusive operating agreement with the County. The proposed agreements with American Ambulance for dispatch services allows the County to pass-through funds received from the providers to American Ambulance for dispatch services.

The proposed agreements with Pistoiresi and Sierra can be terminated without cause by either party with a 90-day written notice, and either party may terminate the contract if the other party commits a material breach by providing a 30-day written notice, unless the breaching party cures the breach within the 30 days. The proposed agreements with American Ambulance can be terminated without cause by either party with a 60-day written notice or either party may terminate the contract if the other party commits a material breach by providing a seven-day written notice, unless the breaching party cures the breach within the seven days. The proposed agreements contain a mutual hold harmless clause and in the event of an act of god, act of public enemy, or other extraordinary cause not reasonably within the control of either party, the proposed agreements contain a force majeure clause, which excuses the parties' performance under the agreements. The agreements deviates from the County's standard agreement of three-year base with two one-year extensions due to a request for a shorter term by Pistoiresi and Sierra.

REFERENCE MATERIAL:

BAI #55, September 12, 2017

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with Pistoiresi Ambulance Service
On file with Clerk - Agreement with American Ambulance (Pistoiresi)
On file with Clerk - Agreement with Sierra Ambulance Service
On file with Clerk - Agreement with American Ambulance (Sierra)

CAO ANALYST:

Sonia M. De La Rosa