

**REGULAR SESSION**  
**of the Daviess County Fiscal Court**  
**held at the Courthouse in the City of Owensboro,**  
**County of Daviess, Commonwealth of Kentucky**  
**on this 22<sup>nd</sup> day of January 2015**  
**Present were Judge/Executive Al Mattingly and**  
**County Commissioners Mike Koger,**  
**George Wathen and Charlie Castlen**

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**DOCUMENTS RELATED TO TODAY'S DISCUSSION**  
**ARE FILED IN JANUARY 22, 2015 FISCAL COURT FILE**

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Commissioner Mike Koger opened the meeting in prayer and led the court in the Pledge of Allegiance to the Flag.

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County Treasurer Jim Hendrix presented the Treasurer's Report for December 2014.

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The court presented the 2014 Christmas at Panther Creek fundraising checks, each for \$970.00, to the following five participating organizations:

- Kentucky Police Professionals Association
- Joe Ford Nature Center
- Dream Riders of Kentucky
- Wing Avenue Baptist Church
- Zion United Church of Christ

All representatives from the recipient organizations spoke in high regard for the program and the parks personnel.

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Minutes of the January 8, 2015 meeting were submitted to fiscal court members for review prior to today's meeting and on **a motion of Commissioner Castlen, seconded by Commissioner Wathen with all the Court concurring said Minutes were approved and signed.**

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**By a motion of Commissioner Wathen, seconded by Commissioner Castlen,** the court considered approval of all Claims for all Departments.  
**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor; motion passed.**

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**By a motion of Commissioner Castlen, seconded by Commissioner Koger,** the court considered for approval a Memorandum of Agreement with Specialty Foods Group, Inc. and authorization for Judge Mattingly to execute said Agreement.

David Smith noted that the Economic Development Advisory Council, in December, recommended to the court that \$260,000 be granted to SFG for the creation of 65 full-time jobs as a result of plant expansion.

Mr. Bloom of SFG said that this plant expansion will increase production by up to 40% at a cost of approximately \$3 million.

VP of SFG Operations Steve Conrad said that hiring of new employees is underway and should be complete in about a year. He added that including benefits the average wage will be \$20.00 per hour.

Judge Mattingly stated, "I want to thank you for your faith in the community and your decision to invest in Daviess County."

**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor; motion passed.**

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**By a motion of Commissioner Wathen, seconded by Commissioner Koger,** the court considered for approval a Lease Agreement with Pleasant Grove Baptist Church and the West Louisville Playground Association for a summer recreation program and authorization for Judge Mattingly to execute said Agreement.

Parks Director Ross Leigh noted that the lease on this property is free. However, the West Louisville Playground Association Board will pay for utility charges. One difference in this agreement from last year's agreement is that now there are two ball diamonds as opposed to just one.

**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor; motion passed.**

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**By a motion of Commissioner Wathen, seconded by Commissioner Castlen,** the court considered for approval to Award the following Bids:

- **Bid 04-2015:** One new Tandem Dump Truck to Sternberg International for \$107,989
- **Bid 05-2015:** One new Full Size Pickup Truck to BF Evans Ford for \$23,599

**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor; motion passed.**

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**By a motion of Commissioner Wathen, seconded by Commissioner Koger,** the court considered for approval to Advertise for **Bid No. 08-2015:** Boardwalk Materials for Horse Fork Creek Park.

Mr. Leigh stated, "We received a recreational trails grant for \$186,000. This is a matching 50/50 grant. This bid advertisement is for materials to construct an elevated trail at Horse Fork Creek Park."

**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor; motion passed.**

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**By a motion of Commissioner Wathen, seconded by Commissioner Castlen,** the court considered for approval to Advertise for seasonal employees for the Department of Parks and Recreation.

**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor; motion passed.**

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**By a motion of Commissioner Wathen, seconded by Commissioner Castlen,** the court considered for approval all previously approved positions of the following, effective January 1, 2015:

- Daviess County Detention Center
- Daviess County Sheriff's Office
- Daviess County Clerk's Office
- Daviess County Coroner's Office
- Daviess County Attorney's Office
- Daviess County Fiscal Court

**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor; motion passed.**

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**By a motion of Commissioner Wathen, seconded by Commissioner Castlen,** the court considered for approval to appoint Paula Crabtree (02-2015) to the **West Daviess County Water District Board** (Served 1 term) - TERM: 1/17/2015 – 1/17/2019.

**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor; motion passed.**

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**By a motion of Commissioner Castlen, seconded by Commissioner Wathen,** the court considered for approval to appoint Commissioner Mike Koger to the **Daviess County Fiscal Court Employee Council** - TERM: 1/1/2015 – 1/1/2019.

**Without further discussion, Judge/Executive Mattingly called for a vote on the motion. All members of the court voted in favor, except for Commissioner Koger as he abstained; motion passed.**

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**First Reading of KOC 860.7(2015)** – An Ordinance approving a revised Emergency Medical Service and Ambulance Agreement by and between the City of Owensboro, Daviess County, and Procarent D/B/A Yellow Ambulance Service, the exclusive county-wide provider of Emergency Ambulance Services for the 9-1-1 Dispatch System.

**Comments:**

County Attorney Claud Porter stated, "I have provided you with the latest draft of this agreement with yellow highlighted changes. There has been one other change that I know of since this afternoon. This change is to paragraph 2, which is to address the concerns that we had concerning the certificate of need that Chief Smeathers had mentioned and we had sent out. The first thing that we did was we changed the ending date of this agreement to coincide with the city and county fiscal year – June 30. The name has changed to Procarent. The other major changes start on page 3. Communications Interoperability has been moved to a separate line item as opposed to being a part of Section 1(d). It is to know that the ambulance service will try to connect and do as much possible to deal with the 911-dispatch center and can share the information that they have. The next change is in Section 2. That is the one where the new change was made. If you will notice at the end of section A, of section 2, on page 6, section 2 is the Scope of Services. The question was asked, what happens in a situation where there was a disaster, a service failure, or any other kind of problem, it would allow the city/county to

contract, and we have contracted for back-up ambulance services. We have also added a paragraph, and this is where Chief Smeathers concern was, and we (city/county) own a certificate of need that allows us to provide certain ambulance services. This would allow, if needed, to provide transport services if that becomes possible, and if that is permitted through the State Emergency Management System. We do have a backup system in case it is necessary in an incident surge (meaning there is a major disaster or a large-scale accident) that would prevent Procarent from having all of their ambulances serve another smaller incident somewhere else, and this may and does allow us to hire or bring in someone from another place to do that."

Judge Mattingly stated, "The section that Claud referenced that changed, I assume that you all have seen this change?"

Mr. Porter stated, "I just received it this afternoon, so I am not sure everyone has seen it."

Judge Mattingly stated, "So we don't know if they are okay with it, correct?"

Mr. Porter stated, "I don't know whether the State Emergency people are yet or not either."

Judge Mattingly stated, "What this says is that the city and county share a certificate of need. Right now, Procarent or "Yellow" is operating under our certificate of need."

Mr. Porter disagreed, "No, they have their own certificate of need."

Judge Mattingly stated, "Where is ours?"

Mr. Porter stated, "They are using it for the emergency, but they have their own certificate of need that they operate for their non-emergency..."

Judge Mattingly stated, "Okay, that is kind of what I am trying to get down to. You guys, Yellow, are actually operating under two certificates of need - the city/county for emergency service and yours for transport service. Is that correct?"

Steve Koston, President of Procarent agreed, "That is my understanding, but I would like to double check from our legal team to make sure that is exactly the correct."

Judge Mattingly stated, "I am assuming that this change is being proposed so that they would operate the service that we are contracting for on their own certificate of need, freeing up the city/county's certificate of need for us to use?"

Mr. Porter stated, "No, this would only apply in an incident or at a time when they are not able to respond to an emergency situation because - let's suppose an airplane crashes at the airport and they have to have 10 ambulances out there, they do not have enough ambulances to serve that need. If there is an accident in Curdsville at this same time, and they need to attend to it, we need to have a way so that we could have contracted with ambulances to serve the air crash and the one in Curdsville. And this is what this is..."

Judge Mattingly stated, "It is my understanding that we already have that ability. If there is a disaster or an issue where we don't have enough ambulances in Daviess County that we can call on other people from a mutual aid agreement and bring them in..."

Mr. Porter stated, "We have those, and Procarent also has a contract to do that."

Judge Mattingly stated, "And I also understand that we can have our own non-transport people at that time to transport patients."

Mr. Porter stated, "That is the question that we are trying to address here with the second part, as to whether we can transport. We do not have that capability, and the question is are we going to be..."

Chief Smeathers stated, "During a declared disaster, a non-transport agency can transport, but under just a busy time, they cannot without a license."

Judge Mattingly stated, "Tell me why the city/county would want to equip one or two transport ambulances that might or might not be used? In a regular run-of-the-day, how often has that happened in the past?"

Chief Smeathers stated, "Maybe two per month. Records show that we have responded in an ALS First Responder mode into the city 26 times in 2014."

Judge Mattingly stated, "But still, you responded. Our contract does not prevent us from responding with ALS personnel or the city with paramedics. We are just not allowed to transport."

Chief Smeathers stated, "Right, we have an ALS First Responder license, which is advanced life support paramedic. It is a class 6 ambulance license."

Judge Mattingly stated, "You responded in the city and stabilized a person. You then waited for a Yellow Ambulance to transport."

Chief Smeathers stated, "Either Yellow or one of their mutual aid transporting ambulances."

Judge Mattingly stated, "The call for the county to come into the city with advanced life support personnel occurred because Yellow could not get there as fast as you could. However, they did come and make the transport."

Chief Smeathers stated, "They made the transport or they called for mutual aid, which they are..."

Judge Mattingly stated, "What was the outcome of that slower response for service?"

Assistant Fire Chief Shawn Blandford stated, "That was 26 times that we responded in the city. There were several in the county that we waited for. We do not document how long we wait for transport in the county. We can start keeping those numbers. The reason we do it for the city is that it is easy for the CAD system in the central dispatch center. They can type in how many times we were requested to respond into the Owensboro district. Now, we respond in the county district 1,200 times a year. Now, how many times we had to wait for Yellow Ambulance... Over 90% of the time they are either right behind us or two or three minutes behind us."

Judge Mattingly stated, "Yeah, but you respond in the county as a matter of course. You send a response person to every call for service."

Mr. Blandford stated, "Correct, and Yellow responds with us, but there have been times when Yellow has been busy with other transfers and we have waited in the county the same way if we responded in the city."

Judge Mattingly asked, "You waited an hour?"

Mr. Blandford stated, "It is never an hour. It may be up to 20 minutes."

Judge Mattingly stated, "The response times out in the county can be as much as 20 minutes."

Mr. Porter said, "Depending on where it is."

Chief Smeathers stated, "I believe what Shawn was talking about was on two occasions 20 minutes after our arrival."

Judge Mattingly stated, "Returning to the original discussion, we are now going to separate ourselves according to this so that the city and county will have that license available to transport if we wanted or we could start a backup service..."

Mr. Porter stated, "Both Yellow and city/county have contracted with other agencies to provide that backup service. And those backups have the transport capability."

Judge Mattingly asked, "Are those local agencies?"

Mr. Porter said, "No."

Judge Mattingly stated, "What we are talking about is those agencies are going to have just as - they are going to have longer or delayed response times as well. Moving on down the road, what we are saying is that we think that the city/county should have the capability to transport and develop staff. I will be very honest; I do not want a stand-by ambulance. I do not want the county..."

Mr. Porter stated, "In a declared emergency, we can do that. This is to cover those incidents where there were multiple injuries. For example, the truck that recently over turned on the Natcher, it is possible that if there were more than one vehicle involved, that there... because Yellow had to be at another accident, say in Curdsville, that they would have not been able to get their local service there immediately, and we would have had to ask for, and that is what this is to do, to get one of those backups there to transport."

Judge Mattingly stated, "And I don't have a problem with the backup, Claud. I am going past that. The issue that I have is the ability of the city and county to establish their own backup. In other words, you are saying when they cannot do it, and when any of the people that we have contracts with to provide the backup for them, cannot do it then the city and county will magically have an ambulance that can get there as fast."

Mr. Porter stated, "This is not a requirement."

Judge Mattingly, "I understand that it is not a requirement. What I am looking at is by opening Pandora's Box that suddenly it does not become a requirement, but you know, and this commission knows, that public safety is the number one issue for this elected body and the city commission. There will be a public outcry saying that we are not being taken care of fast enough, and the fact that we have that ability may give a false sense to the citizens that the local government will be providing pretty quick transport."

Mr. Porter stated, "Pretty quick transport? Now you are talking apples and oranges. Let me try to get back to just apples. The only thing that the contract does is to say that we have the contract with Yellow Ambulance that says that they are to respond to emergencies, and they have specific required response times within designated areas. In a declared emergency, the city and county, who has a certificate of need and who responds with ALS units, may transport some of those persons during those declared emergencies. What this was supposed to try and clear up is that the city/county can arrange a backup plan, but only when Yellow does not have the capability of responding because there are not enough units as they have other calls as a result of this, or this is such a large incident that it is not an emergency, but that takes care of again, an automobile with multiple passengers and a truck. We have a two-vehicle accident and they are not capable of transporting all victims of this incident and dealing with the accident that is in, let us say Curdsville. So this says, how do we deal with that? Yellow has the capability and they do have a backup plan that we have approved that says that we can call in, and they have the places they call. We, the city/county, are the contractor required to provide that service, and may also contract with another entity to bring those units in. It does not preclude us from establishing a system that says that we can have an ambulance that would transport under those circumstances. I do not know that anybody has said that we are going to put up an ambulance service that provides transport service or that we want to provide an ambulance for transport, but we already have this backup plan or contingency plan now in place. This just says this is what we have done. Does that..."

Chief Smeathers stated, "I believe what Claud is saying is that if we do put this contingency in place, and it is just a surge of runs, not a declared emergency, the city/county cannot... They have to have a license to transport that person. They cannot, to the best of my knowledge through the Kentucky Board of EMS, withhold the city/county license. If you hold on to this, you have to maintain a 24/7 ambulance transport."

Judge Mattingly stated, "Your statement is if we separated, Yellow operated off of their license, we took our license back, the city/county's certificate of need would mandate that we maintain a license?"

Mr. Porter stated, "We have to have an ambulance that would be able to transport if we were separated."

Commissioner Koger stated, "Chief, we have trained personnel qualified to transport. Is that correct?"

Chief Smeathers stated, "Daviness County Fire has seven paramedics. We have at least one at each station, and one on each shift. We do not have the capabilities, as far as the apparatus, to transport. We carry everything in our emergency trucks that is on an ambulance with the exception of a cot."

Commissioner Koger stated, "What is the cost of a license?"

Chief Smeathers said it is about \$1,000 per year.

Commissioner Koger stated, "We would have to purchase an ambulance, maintain it, and staff it. As us being a backup ambulance, I would not want to see that abused. One could say, well the county has an ambulance, and we will just let them go. Yes, the intent is for the ambulance service to cover all accidents, but you know, we have a low tire and the county can just send their ambulance. I believe, in reading just a little bit of this document, the ambulance service charges the user or user's insurance, and then when we get into it, so we are transporting people then we are going to have somebody in administration to do the billing for reimbursement?"

Chief Smeathers stated, "We have a mutual aid agreement with Yellow. We do it as a service and Yellow replenishes out stock. That is how we operate."

Judge Mattingly stated, "I think Yellow would be precluded by the contract because if they did what the scenario that you just mentioned, the MCA Board would call them in and pretty soon we would say that you are in material breach of the contract. In addition, the reason to do that or not to do it is the fact that it might interfere with the revenue stream. They do not make the run, they do not get paid. The real issue that I have is that if what the Chief is saying, and Claud we need to know that, we need to know that if the city and county has that license in and of themselves that we are required then to have ambulances available and personnel available..."

Mr. Porter stated, "And the contract does not do that. Are you asking to divide the license, because right now Yellow provides the emergency service under our agreement?"

Judge Mattingly stated, "Under our license? No, that is not what I am asking."

Mr. Porter said, "No, this is not what that is supposed to do."

Judge Mattingly stated, "If you don't divide the license, it is my understanding that we cannot provide..."

Mr. Porter stated, "Yes, we do that now. We provide a backup plan now."

Judge Mattingly stated, "We provide that, but not with our own personnel. That is the point I am making. We are not providing a backup plan..."

Mr. Porter stated, "And I think the significance there is that we are not establishing that. All we are doing is saying that in the event of this situation, what this contract would do is one, allow us to have a backup plan with another contractor, which we already do, or we can establish an ambulance transport service as a backup. Now, those are separate and distinct provisions – not an "and" but an "or". We have not done that, and I do not know if anybody has asked us (city/county) to establish that transport service. Now, if we established a transport service, and if the city/county decide that instead of a contracting with another ambulance service that they want to provide that service then I think we would have to separate the licenses, and have to buy, maintain, and staff an ambulance – an ambulance capable of providing transport."

Judge Mattingly asked, "The backup Yellow has, I am assuming, they are working off of their own certificate of need?"

Chief Smeathers stated, "That is mutual aid with the surrounding counties."

Judge Mattingly stated, "I would think it would be hard to get them to issue a certificate of need, right now."

Mr. Porter agreed, "Under the circumstances, as they exist now."

Chief Smeathers stated, "Because there are already two in Daviess County."

Commissioner Wathen asked, "How many ambulances do you currently have in Daviess County?"

Mr. Koston stated, "Eleven, six during the day."

Commissioner Wathen stated, "I understand that there is a system to track the amount of time it takes to respond. That is going to be turned over to us, correct?"

Mr. Porter stated, "That information goes to the MCA Board."

Commissioner Wathen stated, "I also see there is a potential fine for runs taking too long - \$500?"

Mr. Koston stated, "That is correct. That is new language."

Commissioner Wathen asked, "Then we don't have a history of any penalties?"

Mr. Koston stated, "We have never had to pay the previous \$50 fine, and I don't anticipate having to pay a fine in the future. We have always lived up to the contract."

Judge Mattingly asked, "Historically, what has been the record of Yellow – how long have you owned Yellow?"

Mr. Koston said, "17 years."

Judge Mattingly asked, "And you have to meet these response times at least 90% of the time?"

Mr. Koston stated, "Probably have been – I don't think the first ten years that necessarily was the same as it is now, but certainly in this contract it has been seven years that we have been running in the low to mid 90's."

Commissioner Wathen stated, "So we haven't had the response problem that we were concerned about. They normally take care of the problem."

Judge Mattingly asked, "That even includes multiple requests – the contracts that you have for mutual aid, when you throw those situations in, in other words, there are going to be times where you can't get to all of them, and you call other counties, are they thrown into the mix?"

Mr. Koston stated, "Yes."

Judge Mattingly stated, "Even when we had multiple situations, you have hit those response times? And we are not changing the response times, are we?"

Mr. Porter stated, "I don't think this contract changes them. However, they were changed in the prior contract."

Commissioner Castlen asked, "Has there ever been a high-end penalty in there if you go way over?"

Mr. Koston stated, "There is not a per run basis. What we do is we present quarterly to the board every run that is outside the parameters, and provide a detailed explanation."

Judge Mattingly asked, "If you have six ambulances during the day, how many do you have in the evening?"

Jamie Harden of Yellow stated, "One drops off at 8:00 p.m., one drops off at 10:00 p.m., and one drops off at midnight. We go down to three trucks from midnight to 7:00 a.m."

Mr. Porter stated, "We have talked about the changes on pages 8 and 9. On page 10, just to clarify, the contractor or Yellow is not able to count – for example, if they responded with three ambulances to the accident I mentioned on the Natcher, that is one response, not three responses. On page 11, those are emergency runs. The time period again, and the performance standards/penalties again, those are the penalties. The penalties would only be assessed for a quarter, but it would be based upon a monthly report, but they would only look at that for a quarterly period. It is up to the board to determine if penalties are warranted. The next big one is on page 13 sections (H and I). This is part of that communications interoperability. Yellow will provide, and cooperate with the 911 operations center, as they can mutually agree to try to facilitate both speed and accuracy of the dispatching of the emergency runs – whatever that may require."

Judge Mattingly stated, "I think, originally, there was some thought about having 911 dispatch do all the dispatching, but the decision was made that they will do their own dispatching."

Mr. Porter stated, "They are going to do their own dispatching, and the 911 center will drop the tones to them, and they will pick up from there. The other is the level of care, as they will respond with emergency services that have a transport capable paramedic/ALS unit, and that any of the mutual aid units that they have will also be staffed by paramedics. Again, this is the one where specifically that the board can waive the provision that they have an ALS unit, and a transport capable unit if there is a state or federally declared emergency. Which again may permit the other first responders to transport in a declared emergency? Section (K), and that was also changed – there were K and L. The National Incident Management System (NIMS) is a national system that requires certain kinds of quality assurance, and Yellow is just agreeing that they will meet those standards and requirements. They do that now. It just says all of their employees will do that, including their communications ability."

Judge Mattingly asked, "Is this similar to the things that the fire department goes through when they respond to calls?"

Chief Smeathers said, "No, this is the NIMS compliancy as far as the new types of incident command system, the tests, classes, and courses that I am sure this court has taken some of these required classes. These courses teach how the command structure should work, what paperwork is required in a major incident, as he was describing. The EMA director would be the person to get that information from."

Judge Mattingly asked, "Is this like a common nation-wide response to a disaster?"

Chief Smeathers stated, "Yes, it is."

Mr. Porter stated, "And it just says that the contractor will do that. I think all of their employees are NIMS certified. Personnel services, again all they are doing is saying that when they hire their new people that they will keep the results of any of their background checks. I think in the past, it had said up to retain that information for a year. We just asked them to keep it for the duration of each employee's employment. If the MCA Board requested it, they would provide those background checks. However, that information would only be provided in executive sessions, and would only be as a part of an investigation. On page 15, this is the term of the agreement, which extends the term of the agreement to June 30, 2016, and then it is annually from then on. Neither party would be able to end the contract unless they gave at least a six months notice, before the expiration. However, each party will agree not to terminate it before the end of the initial term. Mutual aid agreements, this goes back to our part where we discussed earlier. This says that any unit(s), that is any of the ones that we have contracts with that provide mutual aid, will be the ones who will actually do the billing for those particular services, and the contractor is going to coordinate its responses and aid with any of the offices including our EMA office, hospital, and any other emergency, medical, first responders, or medical transports at local, regional, and state levels, particularly in incidents where there are mass casualties or disasters. They have to have a program or plan submitted to EMA, and the board gets to review that. I think they have done that every year. It has not really been a problem. Page 16, section 2, these are really some private agreements. There are occasions where Yellow requests either one of city/county first response units to respond to some non-emergency incidents. These first response units help in response to 911 calls to lift, move, and load someone. So if the fire department, when they respond to an accident, will often help Yellow if they need help loading, lifting, or moving someone. There is a provision that says if it is a scheduled, non-emergency event, and Yellow requests aid, responding departments will be reimbursed \$50."

Judge Mattingly stated, "On an emergency you already have a unit(s) there, and they have a person who needs more help than 2 people can handle then you guys will assist them?"

Chief Smeathers replied, "No, this is on a non-emergency scheduled transport."

Judge Mattingly stated, "I understand that. I am asking about the emergency run. You have people already on the job – they need help, you assist them. That is going to continue without a charge. If Yellow is going to transport someone, and they cannot do it without help, they are calling you guys to come and help and there will be a \$50 charge?"

Chief Smeathers stated, "The fire department may charge \$50, yes."

Judge Mattingly stated, "I kind of have a problem with our safety personnel being called out to provide assistance to a private company and being reimbursed. \$50 does not seem to cover the cost of our personnel and use of vehicle(s)."

Chief Smeathers stated, "At this time, in non-emergency lift assists only, the only time my stations respond is in the Airport-Sorgho area, and in the Thruston area where those stations are. The volunteer stations are dispatched for these lift assists, and they handle them in all other areas, whichever gets there first."

Judge Mattingly asked, "Was that requested by Yellow?"

Mr. Porter stated, "That is something we had before, and this is just to clarify what it was. The other thing we have added, which we have done in the past, is if the fire department responds to a scheduled, non-emergency lift assist and they get a call, they leave."

Judge Mattingly stated, "The point I am making is that we are there to provide fire service. Why are we providing lift services when they have the capability of calling for another ambulance? Is it because we are cheaper than it is to call another unit?"

Chief Smeathers stated, "That is why my two stations do not respond out of their areas."

Mr. Koston stated, "Yellow does that just so we don't have to pull another ambulance away from another place. The other piece of it is that these are extremely large people."

Judge Mattingly stated, "You missed my point. We have two paid stations providing coverage for a large number of people, and when they are providing a private company with a lift assist in a non-emergency situation – I am not sure we need to be in that business."

Mr. Koston said, "I understand."

Mr. Porter stated, "Page 18 says that the contractor will submit to a performance review, which the board will determine. Page 19 relates to the National Highway Safety Administration's quality indicators, and they are supposed to meet those. If there is a problem or a non-compliance issue, the board may require certain kinds of responses from Yellow. They can require that they submit to additional training, and fine them up to \$250. Yellow does this anyway, but they agree to collect data to aid response systems. If the board requires them to collect additional information, they will comply. They are going to maintain insurance as required."

Commissioner Castlen stated, "On page 38 of our original document, it talks about a written complaint..."

Mr. Porter stated, "We have changed all of that. That may be where you are. If that is in the newest one, I will get to that."

Commissioner Castlen stated, "But I will go on and address my concern. If you want me to hold off, I will. On page 18, where it refers to a medical audit, it looks like there are two different standards there, and that the MCA Board can look into things at their own whim, if something comes to their attention. Whereas, on this penalty part, it looks like it has to be a written complaint before there can be..."

Mr. Porter stated, "Those are two separate kinds of incidents. The medical audit is really coming from the hospital, and that is really their part. The hospital is a part of this agreement. They have an agreement with the hospital about transporting their patients. A part of that is coming from them, and those can relate to non-emergency runs. That is separate from us. That is between Yellow and the hospital. We do have service complaints regarding emergencies, and we have addressed those in the latter part of this. As a general rule, we do not get involved in the medical part. That is between the hospital and Yellow. The next change is on page 33. This is just a procedural thing. It says that if something happens, and the contractor is not around, the persons employed by Yellow who worked here as an ambulance employee may apply for employment with the city/county. On page 37, those reporting anything will apply with HIPAA requirements. Page 37, section 17, is a new part relating to emergency patient consumer complaints. If there is an emergency run complaint, the board will establish a three-member committee made up of someone from the hospital, the county, and the city. If anybody receives a written complaint – so if someone contacts a Commissioner to complain about Yellow, and if the Commissioner thinks it is serious enough to be filed, but the person complaining is unwilling to be identified or to identify the run, I do not think that is really enough for us to take a serious look at. However, if they are willing to write it down, and explain the situation, we should investigate that. Generally, those types of complaints are about billing, and those types of things. After the board receives the written complaint they will investigate and have the contractor make, if any, changes and may be required to pay a fine of up to \$250."

Judge Mattingly stated, "We are contracting with Yellow for emergency 911 services. What they do with their transport is between Yellow and their insurance company. We do not get into that."

Mr. Porter stated, "The next change is on page 43. This is where Yellow's name has changed to Procarent. I think that covers the changes."

Judge Mattingly asked, "Would Yellow would be willing to allow this body to place the second reading of this ordinance on the Feb. 16 court meeting agenda, which would extend the consideration of approval of this ordinance out a week or so. This is a very important document requiring a great deal of thought on our part?"

Mr. Porter stated, "Yes, they are willing to extend it."

Commissioner Koger asked, "With these 6 ambulances that are on day shift, and you tie one up going to a nursing home for transport, does that cut you down to 5 for availability of accidents?"

Mr. Koston replied, "That is correct."

Commissioner Koger stated, "I am just trying to think, when we were talking about utilizing six units, and say one or two could be at two different nursing homes, and that has cut us down to four units, so then it makes it more... that we are going to have to use these fire departments personnel because we are shorthanded. Is that correct?"

Mr. Koston stated, "Yes, that is correct. When we look at our demand curve, we include all runs, and figure out how best to staff the units. As we approach a situation where we are getting close to having five ambulances occupied, that is when we start calling our mutual aid people and place them on alert. That is how we manage."

Judge Mattingly stated, "But in the end, it doesn't result in the use of our fire department any more, as we respond to all runs anyway. It may be that they have to be there a little longer to wait on an ambulance to arrive."

Mr. Blandford stated, "If I can make this simpler, the reason that was added into the contract is because we are already responding as ALS, and provide mutual aid for the city and Yellow. It is just a matter of changing the vehicle. If we just changed the Ford Excursion, our current truck, to a four-door ambulance chassis, we would respond as we always do. If Yellow is behind us then we put the patient in there. If there was an easy way to use this certificate of need (CON), and us still respond under mutual aid, and if they did not have somebody to send to us, at that point we could transport. I think that was why it was added. It was something simple that cannot be simple without a CON."

Judge Mattingly stated, "It make sense from that standpoint, but what doesn't make sense to me is that I have now taken at least two of my firefighters out of their primary duty, which is public safety for Daviess County, protecting them from fires."

Mr. Blandford stated, "But we are already doing that."

Judge Mattingly stated, "Yes, but you are extending that amount of time. The fact that you are going from the scene of the accident to the hospital - you are not going to stop in the middle of that run when Yellow catches up with you and make a switch. So right now, you may be spending a little extra time waiting on an ambulance, but now we have taken you from firefighters and turned you into medical response people. Personally, I do not think that is what we want to do. That is why we are going to spend some time on this."

Mr. Blandford stated, "Sometimes it could be a tradeoff, because the time we spend waiting on that ambulance from an adjoin county, we could have already transported the patient. Again, this was supposed to be something simple that could be done because we are already responding. However, because of the CON, that makes it very difficult."

Mr. Porter stated, "At least to make the wording so that it complies with the CON obligations."

Judge Mattingly asked Mr. Koston, "Generally, as you know this piece of paper to be, not including this other, because you haven't seen it, but are you all okay with what is in here?"

Mr. Koston stated, "Yes, we have had several conversations to get to this point. We are fine with what is sitting there. To me it is all logical stuff."

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**Comments:**

Condolences were expressed on behalf of the court to the Wendell Ford family.

Judge Mattingly announced that February fiscal court meeting dates are Feb. 3 at 10:00 a.m. and Feb. 16 at 2:00 p.m. He also recognized the Daviess County Fiscal Court January 2015 Employee Anniversary of Dee Ann Bryenton, Coroner's Administrative Assistant – 5 years.

**Without objection, Judge/Executive Mattingly adjourned the meeting.  
SO ORDERED THAT COURT STAND ADJOURNED.**

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Al Mattingly  
Daviess County Judge/Executive