

**Regional Ambulance Meeting
Monday, December 9, 2019**

Chairman Dick Fortin called the meeting to order at 6:00 PM. This meeting was held at the Freedom Town Hall. These minutes were recorded by Ellen White, Freedom Town Administrator.

Attendance:

Town of Freedom – Selectmen Leslie Babb, Ernest Day, Jr., Alan Fall, and Ellen White, Town Administrator, Rob Cunio, Fire Chief

Town of Madison – Selectmen Bill Lord and Josh Shackford, and Michael Brooks, Asst. Fire Chief

Town of Eaton – Selectmen Dick Fortin and Edward Reilly

Town of Ossipee – Richard Morgan, Selectmen’s Representative, Adam Riley, Ossipee Corner Fire Chief, Dana Cullen, Jr., Center Ossipee Fire Chief

Town of Effingham – Selectmen Chuck Fuller and Mike Cahalane, and Randy Burbank, Fire Chief

Town of Tamworth – Selectmen William Farnum and Rebecca Mason

Action Ambulance – John Hatch, Chris Hogan, Brian Gleason

Fortin requested a review of the minutes from the Regional Ambulance Meeting held on 12/2/2019. Cahalane noted on page one that Chris Hogan is referred to as being a representative of both Brewster and Action Ambulance; the correction to be noted is Chris DiBona is with Brewster Ambulance and Chris Hogan is with Action Ambulance. Paragraph 3, Damon stated CarePlus is augmenting their services by our own management agreement with Brewster. Later into the meeting, about nine minutes in, George Brewster replied that there is a management agreement. Cahalane then reviewed several key points from the meeting and reviewed the details of each along with the approximate time from the audio recording. Shackford made a motion to attach the audio file as part of the minutes record. Fall seconded. Mason noted an additional correction on page 2, paragraph 3 “Brewster stated that the new ambulance contract was put out to bid and was offered to a difference contractor”, difference should be corrected to different. Fortin called for vote on the motion and second received to accept the minutes with noted amendments and supplement of the audio recording. Cahalane seconded. The motion carried. Mason and Morgan abstained (absent). White verified that the audio recording does not include the non-public session. Cahalane confirmed that it does not.

Fortin distributed the minutes from the non-public session held during the 12/2/2019 Regional Ambulance Meeting noting that they were transcribed with more detail to allow Morgan a better understanding of the discussion since no representation from Ossipee was present for the non-public session. Cahalane made a motion to accept the minutes. Reilly noted a correction on page 2 and suggested it read H stated that B approached... Farnum made a motion to accept the minutes as amended. Reilly seconded. The motion carried. Fortin gathered all copies from the non-public session.

Fortin questioned if any towns had a chance to discuss the ambulance contract with legal counsel. Cahalane responded that he will request a non-public session to review legal matters discussed.

Action Ambulance was invited to the table for review of the most recent draft copy of the ambulance service agreement. Brooks announced that page numbers were added to the document for reference. Amendments noted are as follows:

- Page 2, Item # 1 – Reference to Appendix G which is the RFP, is this necessary. Brooks response is that is for reference only and does not hurt anything to be included.
- Page 3 – no amendments noted
- Page 4 – Cahalane suggested town, fire chiefs, etc. be afforded the ability to inspect ambulance/station for tires, safety, etc. in response to complaints received. Hogan agreed to incorporate some language.
- Page 5, Line #14 – Fuller stated there is no reference to list each of the six towns and (3) Ossipee precincts as additional insured to the umbrella policy as requested. Hogan will make this correction.
- Page 6, Line #16 – Fortin questioned if this is the language they were looking for? Fuller responded that it covers it. Cahalane stated the importance for quantifying what a violation is. Fuller requested the breach of contract language from his handout be incorporated to include the language definitions in this section or in the miscellaneous section added. Hogan will access the document and incorporate the material breach and remedy as suggested into #16. Mason questioned the references of appendices hereto understanding the appendix as each town's payment terms. Fortin responded that the appendices are for certain town-specific items such as response times.

Cahalane offered Fuller as the point of contact to streamline the incorporation of suggested language. Morgan commented that the desire is that everyone meets the terms of the agreement and there are already plenty of provisions in the current contract. Fuller rebutted stating that they are trying to not have a repeat of the issues they are experience in the current contract. Morgan responded that if the towns followed the procedures, it would be a non-issue. Fortin identified at least 10 items that Action Ambulance will have to respond to on a quarterly basis and noted it is the responsibility of all to follow up on any questionable violations.

- Page 7 – no amendments noted.
- Page 8 – Fuller questioned the use of local paramedics and the reimbursement to the town in which it came from. Cunio spoke in opposition of this stating a paramedic intercept takes place when necessary and it is a process that has happened for the past 15-20 years. Mason stated that there is a controversy with the present provider where the patient has been billed at the paramedic-level that was called onto an advanced-level truck. Discussion took place on the pay for non-ambulance staff. Farnum stated that Tamworth has stipend-paid volunteers and it affects the operating budget. Babb suggested language be incorporated into each town's appendix. Morgan stated that the staff is simply doing what it is supposed to do prioritize the patient's care. Hatch understands the concern and is not oppose to paying the towns for service provided in a mass casualty accident situation, but

they are not supposed to be relying on town staff. Fortin suggested each town write language in their respective appendix.

- Page 8, Line #25 – Hogan stated that the CFO has requested additional time to provide the year-end financials suggesting an amendment from 90-days to 120-days. All were in favor.
- Page 9 – Fuller requested line to be added in from his handout.
- Unnumbered Page (10), Letter F, Line 1 & 2 – Noted as duplicate to Page 9, Lines 30 & 31. A request to clean up the language and combine into the body of the contract as revised Lines 30 & 31 and remove Letter F, Lines 1 & 2.
- Unnumbered Page (10), Letter K – Noted as duplicate to Page 8, Line 24. A request to merge language and combine into the body of the contract as Line 24 and remove Letter K.
- Fuller referenced the withholding of payment and material breach from his handout to be added to the contract. Hogan will incorporate this into the document. Morgan stated he felt it not necessary.

Mason questioned when the appendices from each town should be ready. Morgan suggested reusing the appendices from the last contract. Mason questioned the calculation of payments. Fortin reviewed the agreed upon calculation from last meeting; utilizing 18 quarters of response figures for the initial assessment, with subsequent years to be based on updated response figures and incorporating a 3% increase. Discussion took place on the Warrant Article ratification and change in annual appropriation. Morgan suggested ratifying the contract then incorporating each year's appropriation into the annual operating budget. Cahalane stated that the total cost of the contract would need to be disclosed in the Warrant Article. Morgan erred in caution as certain amounts may require 2/3 majority vote.

Fortin stated that an annual meeting will be required to review the statistics of responses to figure each town's appropriation for the next budget year. Brooks suggested a meeting around the first of October each year, following the close of the third quarter. Morgan questioned if they can anticipate signing the contract anytime soon. Brooks stated that absent printer availability at the meeting location, at least one more revision review will need to take place. Mason stated the payment calculations will also need to be verified. Farnum stated that Tamworth will have legal counsel review the final contract before signing.

Hogan stated he can have an updated draft ready for next Monday. Any changes to the town's appendices should be forwarded by Thursday.

Fortin announced the next meeting will be Monday, December 16, 2019 at 6:00 PM.

Members from Action Ambulance were dismissed at 6:53 PM.

Cahalane made a motion to enter into a non-public session pursuant to RSA 91-A, 3, II (1) – legal at 6:55 PM. Mason seconded. Roll call was taken: Babb-yes, Fall-yes, Reilly-yes, Mason-yes, Farnum-yes, Fuller- yes, Cahalane-yes, Morgan-yes, Shackford-yes, Lord-yes, Day-yes, Fortin-yes. All were in favor. The motion carried. Cahalane made a motion to come out of non-public

session and reconvene public session at 7:25 PM. Reilly seconded. All were in favor. The motion carried.

Farnum made a motion to seal the minutes of the non-public session. Mason seconded. Roll call vote was taken: Babb-yes, Fall-yes, Reilly-yes, Mason-yes, Farnum-yes, Fuller- yes, Cahalane-yes, Morgan-yes, Shackford-yes, Lord-yes, Day-yes, Fortin-yes. All were in favor. The motion carried.

Being no further discussion, Cahalane made a motion to adjourn. Reilly seconded. The motion carried.

Adjourned at 7:26 PM.

Respectfully submitted,

Ellen N. White
Freedom Town Administrator