

Town of Goshen
Select Board meeting
Minutes of Meeting
January 13, 2020

Present: Bob Bell, Bruce Nadeau, Dianne Craig, Jan Parmalee, Gary Dennis, Chris Moen, Chief Dan Peterson, Janet Kowymia, Cindy Rouillard

The meeting came to order at 5:00 pm.

- The check reports were reviewed and signed.
- Cindy stated on December 31st Hunter Rieseberg, Newport Town Manager called her at home in regards to the revised Ambulance contract the Select Board revised. The revision was to extend the contract for 30 days. Mr. Rieseberg spoke loudly and said he would not sign the contract for 30 days and the Select Board should have made a decision before the last minute. Mr Rieseberg stated the ambulance service would end as of Dec 31at midnight. Cindy asked what needed to be done to get the extension. Mr. Rieseberg stated he would ask Paul Brown to email a new contract and the Select Board needed to sign it and send it back before midnight. The contract would only be for 2 weeks. Mr. Rieseberg asked what was the problem with the contract. Cindy said the Select Board would like to meet with him to negotiate the contract. Mr Rieseberg stated there would be no negotiating but he would meet with the Select Board. Cindy received the contract and emailed it to Bob to sign. Bob sent it back to Cindy and she emailed it to Paul Brown, Finance Director. (See attached contract)

Bruce stated he spoke with Hunter Rieseberg in regards to the ambulance contract. The Select Board could sign a contract with Golden Cross to assure Goshen Residents would have ambulance coverage until the issue could be resolved. Bruce asked Mr. Rieseberg if he would revise the contract to only 1 year instead of 3 and to add an escape clause. Bruce stated Mr. Rieseberg would not change the contract.

Bob stated the town could not enter into a 3-year contract and would have to sign the contract with Golden Cross Ambulance. New London Ambulance could not come up with a figure for 2020 contract. New London commented to provide backup coverage until a contract could be considered. (see attached contract).

Bruce made a motion to sign the contract with Golden Cross Contract, Bob 2nd the motion. The Contract was signed.

Bob contacted Chief Peterson to come to the Meeting to discuss the contract from Golden Cross. Dan was able to attend and the Select Board discussed the contract. Dan call Janet Kowymia, Rescue Captain to come to the meeting. When Janet arrived the Select Board and Dan updated her.

Bob made a motion to adjourn the meeting at 8:15 pm, Bruce 2nd the motion.

Agreement

Town of Newport & Town of Goshen

Ambulance Services

WITNESS this Agreement made this 1st day of January, 2020, between the TOWN OF NEWPORT, a municipal corporation located in Sullivan County, New Hampshire, with a mailing address of 15 Sunapee Street, Newport, NH 03773 (hereinafter referred to as *Provider*), and the TOWN OF GOSHEN, a municipal corporation located in Sullivan County, New Hampshire, (hereinafter referred to as *Subscriber*).

WHEREAS, the *Subscriber* is desirous of ensuring that emergency ambulance services are available to persons within the *Subscriber's* town boundaries, regardless of their ability to pay; and,

WHEREAS, it is the express intent of *Subscriber* that its payment to *Provider*, as set forth herein, shall be the provision of emergency ambulance services and shall not be construed as extending to the provision of ambulance transport services which are of a non-emergency nature;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

1. *Provider* shall furnish and maintain, at its garage in the Town of Newport, two (2) ambulances, furnished, equipped and licensed as emergency transport vehicles, staffed by qualified personnel, trained in accordance with the regulations prescribed by the State of New Hampshire. Said ambulances shall be staffed by not less than two (2) licensed attendants per ambulance, who shall be dispatched by the Newport Police Department, or other 24 hour professional dispatch service, by voice page.

2. In the event *Provider's* ambulance is unavailable to respond, due to prior commitment; repairs in progress; or for any other reason; *Provider* shall contact the closest available ambulance service for coverage for the subscriber's community. Any additional ambulance costs (exclusive of paramedical intercepts or other operational or service charges, etc.) associated with response by an ambulance service other than the *Provider* shall be the responsibility of the *Subscriber*. It is understood that for the life of this agreement, *Subscriber* costs for alternate ambulance coverage shall not exceed \$1,000. As provided for under RSA 153-A:19, there shall be no liability imposed by law on the *Provider* or its personnel for failure to respond to or respond reasonably for the purpose of rendering aid under this agreement.

3. *Subscriber* shall be responsible for providing all non-medical assistance, such as lift assistance, to the ambulance personnel while they are providing services under this agreement. *Provider* will only supply non-medical services for the *Subscriber* while supplementing existing forces of the *Subscriber* community through mutual aid services. *Provider* reserves the right to bill *Subscriber* for non-medical assistance that is not considered mutual aid services, and *Subscriber* agrees to pay such billed amount within 30 days.

4. In the event, during the term of this Agreement, regulations prescribed by the State of New Hampshire shall require additional equipment and/or training of personnel, such equipment and/or training shall be purchased by *Provider* as its own expense.

5. During the term of this Agreement, *Provider* shall supply or otherwise make available emergency ambulance transport to persons within the TOWN OF GOSHEN, regardless of their ability to pay. *Provider* its usual and customary fee therefore, to Valley Regional Hospital in Claremont, NH; New London Hospital in New London, NH; or Dartmouth Hitchcock Medical Center in Lebanon, NH.

6. The term of this Agreement shall be seventeen days (17) commencing on January 1, 2020 and terminating on January 17, 2020.

7. For the term of this Agreement, *Subscriber* agrees to pay to *Provider* the sum of *Two Thousand Seventy-One Dollars and Eighty-Six Cents (\$2,071.86)* for services to be rendered in 2020. Full payment of this amount will be paid by the *Subscriber* to the *Provider* no later than January 15, 2020.

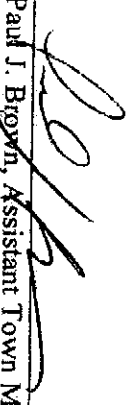
8. The *Provider* grants this contract based upon the parties intent to negotiate a 3 year agreement for the services covered herein. If a new agreement is not finalized by January 15, 2020, services under this extension will terminate at midnight on January 18, 2020, at which time NH 911 and the *Subscriber's* dispatch service should route calls to another ambulance service.

IN WITNESS THEREOF, the TOWN OF GOSHEN, by its authorized representative, and the TOWN OF NEWPORT, by its Town Manager, Hunter F. Rieseberg affix their signatures hereto, on the day and the year first above written.

Witness


For the Town of Goshen, NH

Witness


Paul J. Brown, Assistant Town Manager
On behalf of Hunter F. Rieseberg, Town
Manager, Town of Newport, NH

AGREEMENT

This Agreement, made this 13 day of January, 2020, by and between **Golden Cross Ambulance, Inc.**, [a corporation organized and existing under the laws of the State of New Hampshire, with a place of business in Claremont, New Hampshire, hereafter referred to as **Golden Cross**], and the Town of Goshen, NH [hereinafter referred to as the Town].

Whereas, the Town recognizes that, for the benefit of its property owners, residents, and taxpayers, that providing emergency medical services is a responsibility which the Town must assume; and

Whereas, **Golden Cross** is a corporation qualified to provide emergency medical services in accordance with the applicable laws of the State of New Hampshire;

Now, therefore, **Golden Cross** for the good and valuable considerations hereinafter set forth, enters into the following Agreement with the Town:

1. For the purposes of this Agreement, all correspondence shall be sent to:

Town of Goshen Selectboard:

Board of Selectmen
Town of Goshen
PO Box 58
Goshen, NH 03752

Telephone: [603] 863-5080
Facsimile: [603] -863-6139

Golden Cross Ambulance, Inc.:

Dale R. Girard, President
5 Lincoln Heights
Claremont, New Hampshire 03743

Telephone: [603] 542-6660
Facsimile: [603] 542-8296

2. The Town, for its part, agrees:
 - (a) To pay **Golden Cross** an annual fee of Seven Thousand, Five Hundred Dollars (\$7,500.00).
 - (b) The fee can be paid with monthly payments (\$625.00) starting with January.
 - (c) The payment shall be paid to **Golden Cross** within thirty (30) days of the Town receiving an invoice.

3. **Golden Cross**, for its part, agrees:

- (a) To bill the Town starting January 2020;
- (b) To provide emergency medical coverage for all requests for service within the Town of Goshen, this includes 'stand by' coverage at working structure fires within the Town. **Golden Cross** must be able to provide an ambulance for coverage at any point within the Town and, if needed, provide additional ambulances during severe instances. The ambulance will be staffed with a minimum crew of an Advanced EMT and an EMT-Basic;
- (c) To provide a Paramedic when needed—if available—at no additional charge to the Town
- (d) To be responsible for providing a fully equipped and licensed ambulance;
- (e) To maintain any necessary licensing and comply with all requirements of the State of New Hampshire. If the State requires additional equipment or training, it will be the responsibility of **Golden Cross**;
- (f) To bill for all services and collections, and the Town shall not be responsible for any unpaid calls;
- (g) To comply with all rules, regulations, codes, and statutes applicable, as may be promulgated by the State of New Hampshire and the Federal government;
- (h) **Golden Cross** shall not award any work at any subcontractor, or assign this agreement or any portion thereof, without the prior written consent of the Town. Such consent shall not be given until **Golden Cross** has submitted to the Town a written statement concerning the proposed award to any subcontractor or assignment. The Town shall not unreasonably withhold such approval.
- (i) Golden Cross Ambulance agrees to replace all disposable supplies used by the Goshen Fire and Rescue Squad during the treatment of patients.

(j) **Golden Cross** shall provide the Town with written documentation of insurance as follows:

Commercial General Liability, including medical malpractice liability, in the amount of One Million Dollars (\$1,000,000.00);

Auto Liability/Physical Damage in the amount of One Million Dollars (\$1,000,000.00);

Workers' Compensation at least equal to the statutory minimum required by law; and

In addition, **Golden Cross** shall indemnify and hold the Town harmless for any and all losses caused by reason of **Golden Cross** providing emergency medical services for the Town.

(k) Should **Golden Cross** breach any terms of this **Agreement**, the Town shall give notice, in writing, of such breach. **Golden Cross** shall have thirty (30) days to correct said breach. Should said breach be material, and should **Golden Cross** fail to correct said breach, the Town may terminate this **Agreement** by giving notice, in writing, to **Golden Cross** that this **Agreement** is terminated thirty (30) days from the date of said notice. In addition, the Town may pursue all other legal remedies.

4. The Town or **Golden Cross** may terminate this **Agreement** upon ninety (90) days written notice to the other of its intent to terminate. Such termination shall be sent to the last known address of the party.

5. The term of this **Agreement** is for a period of one (1) year, beginning January 16, 2020, and ending January 15, 2021.

6. This **Agreement** may be extended for additional periods of up to one (1) year by mutual written agreement between the Town and **Golden Cross**. In the case of an extension of no more than one hundred and eighty (180) days, the fees paid by the Town to **Golden Cross** shall remain the same. If such extension is greater than one hundred and eighty (180) days, the fees which will be paid by the Town to **Golden Cross** may be adjusted by mutual written agreement.

Dated at the Town of Goshen, Sullivan County, State of NH, this 13 day of January 2020.

Town of Goshen

Robert G. Bell

Steve Pacheco

William M. Evans

GOLDEN CROSS AMBULANCE, INC.

Dale R. Girard

Dale R. Girard, President

This Agreement is entered into with the official approval of the Select board for the Town of Goshen, New Hampshire, by their action during a duly warned public meeting on the 13 day of January 2020.