

April 08, 2013

MINUTES OF THE PUBLIC HEARING OF THE TOWN BOARD OF THE TOWN OF THURMAN HELD APRIL 08, 2013 AT THE TOWN HALL, 311 ATHOL ROAD, ATHOL NEW YORK, COMMENCING AT 6:30 P.M...

PRESENT: MRS. EVELYN WOOD, SUPERVISOR
MR. CHARLES BILLS, COUNCILMAN
MR. LEON GALUSHA, COUNCILMAN
MR. AL VASAK, COUNCILMAN
MRS. GAIL SEAMAN, COUNCILWOMAN

ON DUTY AT TONIGHT'S MEETING:

Officer **Greg Seeley** from the Warren County Sheriff's Office

Recording secretary: **Cynthia R. Hyde**, Town Clerk

PLEDGE ALLEGIANCE TO THE FLAG

ROLL CALL

READING OF THE NOTICE OF PUBLIC HEARING BY THE TOWN CLERK

NOTICE OF PUBLIC HEARING

***PLEASE TAKE NOTICE** that the Town Board of the Town of Thurman will hold a public hearing on April 08, 2013 at 6:30 pm at the Thurman town hall to consider a proposed contract with Warrensburg EMS at which time all persons will be given the opportunity to be heard.*

By Order of the Town of Thurman Town Board

Cynthia R. Hyde, Town Clerk

Published March 30, 2013

TOWN CLERK COMMENT:

The Town Clerk explained that legal guidelines for public hearing minutes require a record of the names of persons favoring or opposing the proposed action, but that it is not necessary to record the arguments advanced. The Town Clerk wanted everyone to understand why their comments would not be included in the public hearing minutes.

POWER POINT PRESENTATION:

Supervisor Wood gave a power point presentation on the proposed contract with Warrensburg EMS.

RULES OF THE PUBLIC HEARING:

Supervisor Wood explained the rules of the public hearing

LETTER FROM WARRENSBURG EMS:

Steve Emerson, Operations Manager for Warrensburg Ems, read his letter.
Attached

PRIVILEGE OF THE FLOOR:

The following 4 persons spoke in favor of the proposed contract with Warrensburg EMS.

Lillie Cameron

Steve Wood

Steve Seaman

Andrew Hall

The following 26 persons spoke against the proposed contract with Warrensburg EMS.

Maria Ligon

April 08, 2013

John Haskell

Mary Eddy

Mike Eddy

Susan Kline

Joyce Eddy

Lorrie Smith

Richard Ovitt

Sally Wallace

Lori Crandall

Jerry Shapiro

Shannon Castro

John Baker

Ed Castro

Loren Eddy

Lou Ann Eldridge

Patrick Eldridge

Jerry Willette

Barbara Farrell

Jean Coulard

Ed Binder

Aaron Beadnell

Rebecca Desourdy

April 08, 2013

Richard Bardi

Brian Angell

Ida Ovitt

CORRESPONDANCE FROM DR. GIRLING:

Councilwoman Seaman said that **Dr. Girling**, medical Director for Thurman EMS, has stated that Warrensburg must answer all Thurman EMS calls and that he would prefer that Thurman EMS would close.

Supervisor Wood shared some emails from **Dr. Girling**. Attached

Councilman Galusha, made a motion seconded by **Councilman Bills** to table the decision of which EMS the town should contract with for a month.

MOTION DEFEATED

ROLL CALL ~ GALUSHA YES, BILLS YES, VASAK NO, SEAMAN NO, WOOD NO

CLOSE PUBLIC HEARING:

On a motion by **Councilwoman Seaman**, seconded by **Councilman Vasak**, the public hearing was closed at 8:50 pm.

MOTION CARRIED

ROLL CALL ~ GALUSHA YES, BILLS YES, VASAK YES, SEAMAN YES, WOOD YES

REOPEN MEETING:

On a motion by **Councilman Vasak**, seconded by **Councilwoman Seaman**, the meeting was reopened.

MOTION CARRIED: 5 AYES ~ WOOD, GALUSHA, BILLS, VASAK, SEAMAN

April 08, 2013

CONTRACT WARRENSBURG EMS:

On a motion by **Councilwoman Seaman**, seconded by **Councilman Vasak**, the town board adopted a contract with Warrensburg EMS.

MOTION CARRIED:

ROLL CALL ~ GALUSHA NO, BILLS NO, VASAK YES, SEAMAN YES, WOOD YES

ADJOURNMENT:

On a motion by **Councilman Vasak**, seconded by **Councilwoman Seaman**, the meeting was adjourned at 8:54pm.

MOTION CARRIED: 5 AYES ~ WOOD, GALUSHA, BILLS, VASAK, SEAMAN

Respectfully Submitted:

Cynthia R. Hyde
Town clerk
April 16, 2013

Attached:

Contract with **Warrensburg EMS**

Letter from **Steve Emerson**, Operations Manager for Warrensburg EMS

Correspondence from **Dr. Girling MD**, Medical Director, for Thurman EMS

EMERGENCY MEDICAL SERVICES (EMS) AGREEMENT

This Emergency Medical Services Agreement ("Agreement") dated [date] by and between the TOWN OF THURMAN ("TOWN"), a municipal corporation of the State of New York with offices at 311 Athol Road, (PO Box 29), Athol, New York 12810-0029, and the WARRENSBURG EMERGENCY MEDICAL SERVICES, INC. ("CONTRACTOR"), a not-for-profit corporation organized under the laws of the State of New York with a principal place of business at 3 King Street, (PO Box 157), Warrensburg, New York 12885.

RECITALS

WHEREAS, the TOWN is authorized by virtue of Section 122-b of the General Municipal Law of the State of New York to provide emergency medical services and general ambulance service for the purpose of treating and transporting sick and injured persons found within its boundaries to an acute care hospital or other appropriate medical facility; and

WHEREAS, CONTRACTOR has trained and experienced Advanced Life Support and Basic Life Support personnel and is certified by the Department of Health of the State of New York as an ambulance service; and

WHEREAS, TOWN as part of a comprehensive regulatory system for the provision of ambulance services and advanced life support services is desirous of entering into an Agreement with CONTRACTOR for the provision of such services to the TOWN; and

WHEREAS, CONTRACTOR is desirous of furnishing emergency medical and general ambulance services to said TOWN under the terms and conditions set forth

herein; and

WHEREAS, at a regular meeting of the Town Board of the TOWN held on XXXXX, 2013, the TOWN duly authorized this at with CONTRACTOR upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the Board of Directors of the CONTRACTOR;

NOW, THEREFORE, by virtue of the mutual promises and other consideration recited herein, the TOWN does engage CONTRACTOR to furnish ambulance services to the TOWN and CONTRACTOR agrees to furnish such services, to wit:

I. CONTRACTOR'S OBLIGATIONS

1. CONTRACTOR shall, during the term of this Agreement and any renewals hereof, provide emergency medical services and general ambulance services (hereinafter collectively "EMS"). Said EMS shall include providing an ambulance and trained personnel available to respond to calls in the TOWN. In addition to the foregoing, CONTRACTOR shall provide for on request, when needed, mutual aid to and from other EMS agencies.

2. CONTRACTOR shall respond to direct calls or those referred by any emergency medical service agency and shall transport sick or injured persons found within the boundaries of the TOWN needing EMS to an appropriate medical facility located in Warren County, unless requested by "medical control" to deliver him/her to another facility. This provision shall not be construed to limit the Primary Operating Territory, as specified in the Ambulance Service Certificate, or otherwise limit operations pursuant to a mutual aid agreement, in response to a disaster management situation or

pursuant to temporary approval by the New York State Department of Health.

3. CONTRACTOR agrees to provide training and continuing education of its members and employees, including such certification and recertification as may be required by law. CONTRACTOR further agrees to keep in force its Ambulance Service Certificate, and to maintain compliance with the applicable requirements of Article 30 of the Public Health Law, the regulations promulgated thereunder, and any regional protocols that may be applicable.

4. CONTRACTOR will provide all equipment necessary to furnish the facilities provided by the TOWN described in Paragraph 11 hereafter.

5. CONTRACTOR agrees to provide the public liability and professional liability (malpractice) insurance that shall identify the TOWN as an additional named insured.

6. CONTRACTOR further agrees that it shall:

- A. File at least annually with the office of the Town Clerk a list of current membership, its directors, officers and employees hired to carry out the mission of CONTRACTOR.
- B. File a copy of the Annual Financial Statement with the Town Clerk.
- C. Submit a proposed annual budget and contract amount to the Town for the provision of services forthcoming year no later than October 1 of the preceding year.

7. Any ambulance vehicle provided by CONTRACTOR shall be equipped in accordance with applicable provisions of the New York State Vehicle and Traffic Law and the Public Health Law and shall be equipped as required by the New York State Department of Health and the local Regional Emergency Medical Services Council (REMSCO).

8. Nothing herein shall be construed to prevent CONTRACTOR from soliciting and accepting donations or from conducting fund-raising activities.

II. TOWN'S OBLIGATIONS

9. The TOWN hereby authorizes CONTRACTOR to pursue revenue recovery for services provided pursuant to the authority contained in General Municipal Law Section 122-b(2). The Contractor will seek revenue recovery of the fees or charges that the Town shall establish which are set forth at Schedule A annexed hereto, or as the same may be hereafter amended from time to time by the TOWN upon recommendation of CONTRACTOR. Those fees or charges may be billed directly to the user's insurance carrier in such instances where the user's insurance contract so provides for such direct payment so long as a copy of any bill for services is also sent to the user. All monies obtained through revenue recovery are deemed additional consideration pursuant to Paragraph 10 of this Agreement and are to be retained by the CONTRACTOR.

10. In consideration of the furnishing of EMS, the TOWN shall pay to the CONTRACTOR for the first year of the term of this contract, the sum of Thirty Thousand and no/100's Dollars (\$30,000.00) and the sum of Fifty Thousand and no/100's Dollars (\$50,000.00) for the second year of the term. Annual payments shall be made on or before March 31st. The CONTRACTOR will also receive as additional consideration the amount of the proceeds actually recovered through revenue recovery for EMS provided in the TOWN.

11. To ensure local availability of an ambulance vehicle, the TOWN may provide and maintain, either directly or in cooperation with others, a local in-town facility:

- A. It is understood by the parties that any local facility to be provided by the TOWN shall be suitable for the purposes of housing an ambulance vehicle. Any facility and garage shall be temperature-controlled as required by weather or the season. Any facility may have suitable sleeping quarters, kitchen equipment, toilets, shower, and laundry equipment.
12. The TOWN further agrees to provide for any such local facility:
- A. Telephone and communication service to such facility.
 - B. Maintenance of the facility indoors and outdoors.
 - C. Payment for all utilities including gas, electric, sewer, water and telephone at such facility.

III. FINANCIAL CONTROLS

13. A. CONTRACTOR shall keep proper records and accounts of all monies received through revenue recovery. All CONTRACTOR billing practices and records shall be kept and maintained in accordance with the provisions of all applicable state and federal laws, rules and regulations including but not limited to the Federal Health Insurance Portability and Accountability Act HIPAA. Revenue collected by CONTRACTOR will be deposited in a federally insured bank account. Upon request, CONTRACTOR will provide the TOWN with copies of bank statements and account reconciliations for the funds designated in this paragraph.

1) On A Monthly Basis:

CONTRACTOR will provide the TOWN with reports prepared by CONTRACTOR (or its billing vendor) evidencing the number of calls generating bills, amounts billed, revenue received, accounts deemed uncollectible and such other non-privileged financial information as the TOWN may require.

2) On An Annual Basis:

CONTRACTOR will have an audit or review of its financial status and revenue recovery operations performed by a certified public accountant and a copy of such audit or review shall be provided to the TOWN.

CONTRACTOR will provide the TOWN with an annual summary of the number of calls and call type, revenues, and expenses.

CONTRACTOR will provide the TOWN a copy of CONTRACTOR'S filed IRS FORM 990

B. Nothing herein shall require CONTRACTOR to disclose a patient's identity or other protected health information as governed by HIPAA or other governmental statute, rule or regulation.

IV. GENERAL PROVISIONS

14. The term of this Agreement shall commence 1st day of January 2013 and expire on the 31st day of December 2014. This Agreement shall be automatically renewed for additional terms of one (1) year, unless either party shall notify the other, no later than sixty (60) days prior to the end of the term, of its election not to renew. Should this Agreement be so terminated, CONTRACTOR shall be permitted to remove any furnishings, materials or equipment which had not been previously furnished by the TOWN. All other equipment and supplies shall be immediately inventoried and surrendered to a representative of the TOWN as designated by the Town Board.

15. It is hereby mutually covenanted and agreed that the relation of CONTRACTOR to the TOWN under this Agreement shall be that of an independent contractor.

16. In accordance with the provisions of Section 109 of the General Municipal Law, Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this

Agreement, or its power to execute this Agreement, to any other person or corporation without the prior written consent of the TOWN.

17. The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the TOWN and that Evelyn M. Wood, Supervisor, whose signature appears thereafter, is both duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the TOWN. This instrument shall be executed in duplicate and at least one copy thereof shall be permanently filed, after execution thereof, in the office of the Town Clerk.

18. Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town:
Town of Thurman:
Town Clerk
PO Box 29
311 Athol Road
Athol, NY 12810-0029

To Contractor:
Warrensburg Emergency Medical Services, Inc.
Operations Manager,
PO Box 157
Warrensburg, NY 12885

To Contractor's Counsel:
Terence S. Hannigan, Esq.
1881 Western Avenue, Suite 140
Albany, NY 12203
terry@hannigan.pro
Phone: (518) 869-9911
Fax: (518) 869-9915

19. No Waiver of any breach of any condition of the Agreement shall be binding unless the same shall be in writing and signed by the party waiving said breach.

No such waiver shall affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition for such or any other breach unless the waiver shall include the same.

20. This Agreement constitutes the complete understanding of the parties. No modification of any provisions hereof shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Town of Thurman has caused its corporate seal to be affixed hereto and these presents to be signed by Evelyn M. Wood, its Supervisor, duly authorized so to do, and to be attested to by Cynthia Hyde, Town Clerk, and the said Warrensburg Emergency Medical Services, Inc. has caused its corporate seal to be affixed hereto and these presents to be signed by its Operations Manager pursuant to authority of its Board of Directors, the day and year first above written.

(Seal of the Town of Thurman)

TOWN OF THURMAN

By: _____
Evelyn M. Wood, Supervisor

Attest:

Cynthia Hyde, Town Clerk

(Seal of the Contractor)

WARRENSBURG EMERGENCY MEDICAL SERVICES, INC.

By: _____
Stephen W. Emerson,
Operations Manager

SCHEDULE A
FEES AND CHARGES APPROVED BY THE TOWN EFFECTIVE JANUARY 1, 2013

BLS.....	\$600.00
ALS-1.....	\$925.00
ALS-2.....	\$975.00
Mileage.....	\$12.50 (Loaded Mileage)

These fees and charges shall remain in effect until changed by resolution of the Town Board.



Stephen W. Emerson
Operations Manager

Phone ~ (518) 232-0817
Fax ~ (518) 623-3651

April 8, 2013

To the Residents of Thurman,

I wish to dispel rumors and misinformation that you have heard not only about me, as the Operations Manager of Warrensburg EMS, but also about the Warrensburg EMS squad, and its ability to provide EMS coverage to the Town of Thurman.

EMS coverage problems are not new to Thurman, or for that matter, many towns in New York and throughout the United States. The days of the "all volunteer" EMS service are all but gone. Most households require 2 incomes just to be able to make ends meet and the availability to "volunteer" is greatly reduced. Additionally, to provide better care, training to certify and maintain certification has become increasingly more demanding. The basic EMT class now requires 150+ class hours and recertification every 3 years and maintaining an adequate level of proficiency is extremely challenging when an EMT only runs with a squad like Thurman with so few calls each year.

When a squad averages just 100 calls/year, as Thurman does, it is extremely difficult to stay solvent without an all-volunteer squad. The income from billing at such a low call volume is grossly insufficient. It is estimated that a squad needs 600 calls annually to begin to be self-supporting.

I have been very supportive of Thurman EMS over the last several years and have done everything that I can to help them survive. Letters that I have written on their behalf are public record and speak for themselves. Unfortunately, I have done this at the expense of Warrensburg EMS; I can no longer allow that to happen. The continuation of Warrensburg EMS is endangered if it keeps providing unfunded mutual-aid to Thurman EMS.

The following is a direct excerpt from the 2013 Thurman EMS budget submitted to the Town:

Income

Projected Service Revenue	60,000.00
Donations	9,085.00
Fundraising	1,980.00
Miscellaneous	75.00
Total Projected Income	71,740.00
Total Projected Expenses	(199,819.00)
Net Income (Loss)	(128,079.00)
Amount Requested – Thurman Town Subsidy	115,000.00
Balance Necessary To Be Raised by Additional Grants/Fundraising	13,079.00

Warrensburg Emergency Medical Services Inc.
PO Box 157
Warrensburg, New York 12885



Stephen W. Emerson
Operations Manager

Phone – (518) 232-0817
Fax – (518) 623-3651

EMS

*Our Patients Are Our First Priority
Our Members Are Our Greatest Asset*

Here are some verifiable facts for you:

1. Thurman EMS prepared and sent a budget to the Town of Thurman that projected an expense for 2013 of \$199,819.00. I do significant budget work for WEMS, and I feel that figure is actually quite low.
2. In the 2013 budget, Thurman EMS estimated \$60,000.00 in revenue from billing. In 2012, Thurman EMS responded to 87 of 89 calls and transported those patients to the hospital. For those services, Thurman EMS collected from billing under \$20,000.00. It is unclear how they plan to triple that income as they have projected.
3. Thurman EMS requested a subsidy of \$115,000.00 from the Town. The squad was still showing a deficit of \$13,079 that they stated they would need to be raised by grants or fundraising. In that same budget they already show an income of over \$11,000 from donations and fundraising. That means that the squad would have to raise approximately \$25,000 annually in fundraising and donations.
4. The budget shows an estimated \$60,000.00 in billing revenue. In 2012 the squad responded 87 out of 89 total calls and received less than \$20,000.00, which reflects roughly another \$40,000.00 deficit. Adding the \$13,079 that they stated they were going to be short, plus the approximate \$40,000.00 billing deficit, adds up to a \$53,079 shortfall that Thurman EMS, according to their own budget, would it then fall on the Town to add that to their subsidy? That would be over \$168,000.00 that would need to be raised by taxes!
5. After the Town of Thurman stated that there was no possible way to come up with the \$115,000 requested, Thurman EMS lowered their request to \$75,000.00. According to their budget, that would leave the squad \$124,819 short for the year. They can not continue to operate at such a loss.
6. On January 22, 2013, another Warrensburg EMS Officer and I met with representatives of Thurman EMS. During that meeting, we discussed the dire situation of Thurman EMS. As a result of that meeting, Thurman EMS sent a proposal to Warrensburg EMS to sell all assets to Warrensburg EMS for \$150,000.00. After the WEMS BOD meeting on February 10, 2013, I sent a request, as directed by my BOD, to Thurman EMS requesting a list of legitimate debts and assets. That request is absolutely standard and necessary so we can see what we are getting, on paper, for the \$150,000.00. Thurman EMS refused. I was informed that if there was any money left over from the \$150,000, they would write us a check for the difference.
7. If Thurman EMS Officials had been willing to give WEMS the requested information, and if we could have come to an agreement, there would be an ALS equipped ambulance in the Town of Thurman right now.
8. In a letter that was added to the Thurman Town minutes of March 2013, Thurman resident Mary Eddy wrote, stating that there was a lot of misinformation about who did what and how

Warrensburg Emergency Medical Services Inc.
PO Box 157
Warrensburg, New York 12885



Stephen W. Emerson
Operations Manager

Phone ~ (518) 232-0817
Fax ~ (518) 623-3651

EMS

*Our Patients Are Our First Priority
Our Members Are Our Greatest Asset*

many calls each agency handled in Thurman in 2012. In February, Gail Seaman stated that Thurman had approximately 89 calls and that Warrensburg EMS handled over 60 of those calls. Mrs. Eddy, with the information from the Sheriff's Dispatch Center, said she disputed the numbers that Gail had stated. Actually, both were correct. In 2012, with mostly paid EMT's, Thurman EMS handled 87 out of 89 calls. Warrensburg EMS was also involved, for ALS support, in over 60 of those calls. Warrensburg EMS handled the other 2 calls Thurman EMS had missed. Due to the limits in care that BLS agencies are able to provide, ALS was required on over 2/3 of all the calls. In other words, Warrensburg EMS responded to, and treated, 2/3 of the patients that Thurman EMS was called to. This in turn took 2 ambulances Out of Service for 1 patient. That is not good for anyone.

9. A concern of many residents was that they wanted local and familiar people taking care of them. To be factual, there was only 1 local/resident of Thurman that was certified at the EMT level. ALL of the other providers were paid or volunteer members from out of town. Some of the Thurman EMS members are also members of WEMS and since WEMS has been covering, or helping cover EMS calls in Thurman for well over 3 years, most residents that use the ambulance service, already know many of the WEMS responders.
10. When I met with representatives of Thurman EMS in January, there was some concern about which Thurman members would be able to join WEMS. I told them at that time that all members of TEMS were welcome to apply. We can use the help.
11. Another concern that has been raised is: would WEMS be able to make every call to Thurman. There is always a possibility that any agency may be on one call and not be able to respond to another call. That possibility exists for Thurman EMS and Warrensburg EMS. All I can assure you is this; as we have been doing for quite some time now, the members of WEMS always make every effort to assure that every call is covered. We have at least 1 ALS crew available 24 hours a day, 7 days a week, and we have been able to make over 80% of our second calls. Warrensburg EMS has multiple vehicles in service. If needed, we rely on mutual aid from neighboring squads.

The real concern here is overall cost of operations and the ability to provide consistent and appropriate level Emergency Medical Services to the Town of Thurman. Warrensburg EMS has been doing that for several years. There is no possible way that the Town of Thurman can continue to support the financial needs of Thurman EMS. Why would you spend well over \$150,000.00 for a BLS service when you can get an ALS service for \$50,000.00? If Thurman EMS were able to get its ALS privileges back, the expected operational costs would rise to over \$400,000 annually.

Warrensburg Emergency Medical Services Inc.
PO Box 157
Warrensburg, New York 12885

April 08, 2013



Stephen W. Emerson
Operations Manager

Phone ~ (518) 232-0817
Fax ~ (518) 623-3651

EMS
Our Patients Are Our First Priority
Our Members Are Our Greatest Asset

If the officials of Thurman EMS are still interested in a consolidation effort with WEMS, we would be interested in discussing this with them. Keeping the ambulance and building in Town would be a win-win for all concerned. If that does not work out, WEMS will continue to respond, as we have, from Warrensburg. In the last 10 days, WEMS has responded to and taken at least 3 calls in the Town of Thurman. This has been accomplished in a timely manner and without any problems. Due to the lack of manpower, Thurman EMS was unable to respond. This is in no way an attempt to dispute the dedication of the members of Thurman EMS; these are simply facts that can be substantiated. I sincerely applaud their efforts to stay in service but sooner or later, reality has to come into play.

The Officers and Members of Warrensburg EMS are extremely caring and continuously prove their dedication on every call that we take, no matter where or when. The members of Warrensburg EMS and I are here to serve you. Emergency Medical Services has been my chosen career for thirty years, and I am dedicated to this profession of patient care. If you have any questions, please do not hesitate to call me. I can be reached on my cell phone almost any time at 232-0817.

Respectfully,

Stephen W. Emerson
Operations Manager, Critical Care Paramedic
Warrensburg EMS, Inc.
Board Member - Mountain Lakes Regional EMS Council

Warrensburg Emergency Medical Services Inc.
PO Box 157
Warrensburg, New York 12885

April 08, 2013

From: LaFlure, Brian [mailto:laflureb@warrencountyny.gov]
Sent: Monday, March 11, 2013 8:23 AM
To: Wood,Evelyn
Cc: Jeffords, Larry E.
Subject: FW: STATUS OF THURMAN EMS INC.

Just an FYI. I thought we had it under control.

Brian A. LaFlure
Director / **Fire Coordinator**
Warren County Office of Emergency Services
1340 State Rt. 9
Lake George, N.Y. 12845
Office: 518-761-6537
Fax: 518-761-6402
Cell: 518-361-0132
laflureb@co.warren.ny.us

From: douglas girling [mailto:douglasgirling@yahoo.com]
Sent: Sunday, March 10, 2013 7:03 PM
To: LaFlure, Brian; Travis Howe; Joe Farrell; Micki L. Guy; Drexel, Amy; Jean F Coulard
Cc: Josh Hayes; Lorrie Smith
Subject: Re: STATUS OF THURMAN EMS INC.

To all concerned

I stand open to correction, but I believe this is now the sixth time, in as many weeks, that Ms Coulard has changed her mind regarding the functional status of Thurman rescue squad. I have to assume that Ms Coular's vacillations are a clear indication that she is very uncertain about the squad's ability to provide safe and reliable Emergency Medical Services to the town of Thurman.

The provision of vital life saving emergency services to a town is a serious responsibility that requires not only competent medical care, but also sound logistical and business planning. A rescue squad cannot be run on an Ad lib basis, the residents of Thurman need to be able to rely on 24/7 coverage for their emergencies. Life threatening conditions require definitive and immediate intervention. A vague and unreliable response is just not satisfactory.

At this time, as medical director of Thurman EMS, I do not support the reopening of Thurman EMS. I have grave concerns that there are no satisfactory plans in place to adequately support the residents of Thurman with Emergency Medical Services in a safe and responsible manner.

I recommend that Thurman EMS remain closed, until such a time that Ms Coulard can satisfy both the State and the REMAC with a sensible operating plan.

April 08, 2013

If Ms Coulard disagrees with my recommendation she is certainly free to seek alternative medical direction from another source.

Douglas Girling MD
Medical Director Thurman EMS

--- On Sun, 3/10/13, Jean F Coulard <jfcoulard@gmail.com> wrote:

From: Jean F Coulard <jfcoulard@gmail.com>
Subject: STATUS OF THURMAN EMS INC.
To: "Brian LaFlure" <laflureb@warrencountyny.gov>, "Travis Howe" <THOWE@nenyems.org>, "Joe Farrell" <jxf14@health.state.ny.us>, "Micki L. Guy" <medic103853@yahoo.com>, "Amy Drexel" <drexela@warrencountyny.gov>, "Dr. Douglas Girling" <douglasgirling@yahoo.com>
Cc: "Josh Hayes" <joshuahayes79@yahoo.com>, "Lorrie Smith" <mrsdan12@verizon.net>
Date: Sunday, March 10, 2013, 11:55 AM

To All Concerned:

Please accept this notice as our official position, that Thurman EMS will remain open and respond on a volunteer, BLS basis, for the remainder of the year (2013). During that time we will be applying for a renewal of our ALS Certification. We will also plan & implement re-organizaation of our squad, and hopefully, by Jan 2014, we will be in full compliment with 24/7 paid responders, as an ALS squad. We at the Thurman EMS squad wish to thank all of you for your patience during these difficult times. We also look forward to working with you to continue to provide the Warren County citizenry with increased and valid knowledge of the purpose and dedication of all EMS squads. We of EMS are still a very young public service, and still feeling 'growing pains', but we feel that our mission has just begun, and we will move forward with determination. Respectfully and with gratitude,

Jean F Coulard, Pres.
THURMAN EMS INC.

cc: Josh Hayes, Acting Captain
Lorri Smith, Secretary

To All concerned

After extensive discussion with Joe Farrell, the REMAC, and our county supervisors, the following are my recommendations based on the facts available to me at this time:

It is my understanding the Thurman EMS has obtained funding through private sources that will enable them to remain operational through 2013. I have no verified proof of this, but it was eluded to in the above conversations.

April 08, 2013

Thurman will operate at a BLS level and will respond to all BLS calls. There will be No automatic mutual aid for BLS calls.

If Thurman EMS are not able to respond to ANY call within 6 minutes, then the closest available covering agency will be dispatched (This will most likely be Warrensburg or Johnsbury)

In the event of an ALS call. Thurman will respond at a BLS level to these calls. ALS backup will be provided by either Warrensburg or Johnsbury.

If Warrensburg or Johnsbury are called to provide ALS assistance OR are called to provide BLS care due to Thurman EMS inability to respond within 6 minutes, then the patient will be transferred to the care of the responding ALS agency. This means that the patient will be transferred over to the ambulance of the responding ALS agency.

In terms of future ALS capability of Thurman EMS. It is unlikely that Thurman ALS will be able to get ALS approval as things currently stand. This is not a situation unique to Thurman, but is a reality facing small towns throughout the Nation. The costs, training, equipment and medical proficiencies required to meet ALS requirements are prohibitive to an agency that only has 80 - 90 responses per annum. ALS response can be more effectively and efficiently managed by larger agencies. The national trend is fewer ALS agencies covering larger territories with immediate BLS care provided at a local level.

Thurman EMS will have to provide the REMAC with monthly reports of their staffing and response times (a requirement of all our agencies)

Thurman EMS will have to provide copies of their PCRs to their medical director every quarter for review. (This meets the QA QI requirement of the State)

I will continue to serve as the Medical Director of Thurman EMS if the agency can agree to these terms.

These contingencies are subject to approval by the State and the REMAC.

Douglas Girling MD