

HEARINGS, MEETINGS, LICENSES
6-23-08



DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

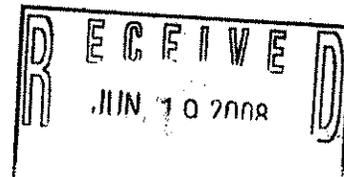
132 NORTH MAIN STREET · MIDDLEBORO · MASSACHUSETTS 02346 · (508) 947-4433

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FAX (508) 947-7147



June 19, 2008

Stephen J. Lombard, Town Manager
(via FAX#: 508-946-2320)

RE: AMR ambulance contract – new language proposed by AMR

Dear Steve:

You advised that AMR proposes to add a new paragraph to the contract which I reviewed last week. The new language relates to billing of third party users for emergency medical services.

There are at least three provisions in the draft contract pertaining to third party billing: Section I (2); Section M (6); and Section M (7).

Ambulance Committee member Robert Silva advised that the new paragraph is intended to replace Section M (6).

I don't have any problem with the form of the new paragraph to replace Section M (6). The new paragraph will allow AMR to charge an amount for service which may be greater than the amount allowed or paid by an insurer. Section M (6) provides that AMR will accept as payment in full the amount allowed or paid by an insurer.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
#11,084

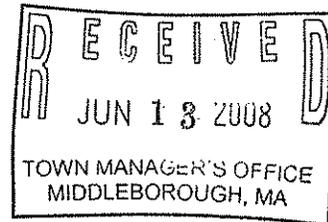
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June 10, 2008



Stephen Lombard, Town Manager
(via FAX#: 508-946-2320)

RE: Ambulance Agreement with AMR (7/1/2008 to 6/30/2010)

Dear Steve:

You asked me to review the referenced agreement.

I have the following comments:

1. The usual Chapter 62C, Section 49A certification affidavit signed by the contractor should be attached to the contract. I enclose a copy of the certification from the previous contract.
2. The date should be stated on page 12.
3. Page 9 – Section L-(1) The monthly payments should be inserted in (a), (b), and (c). I also suggest that an additional statement should be added at the end of Section (L)(1) as follows: AMR shall submit a monthly invoice to the Town Accountant on the first day of each month starting on August 1, 2008 for monthly payments. Each invoice shall be for the month immediately preceding the invoice.
4. Section (M)(3) – 4th line - The phrase “successful AMR” should be “Board of Selectmen”.

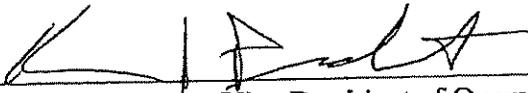
I approve the form of the agreement subject to the above comments.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
#11,084
Enclosure

Pursuant to M.G.L. c. 62C, §49A I certify under the penalties of perjury that American Medical Response of Massachusetts, Inc. has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Kevin Prendergast, Vice President of Operations