

EMS SERVICE ZONE PLAN APPLICATION

GARDNER



REGIONAL OFFICIAL USE ONLY

Plan Date Received	Plan Reviewed	Plan Returned with Recommendations	Recommended To OEMS
6/24/2014	7/9/2014	7/9, 10, & 31 /2014	7/31/14

OEMS OFFICIAL USE ONLY

Plan Date Received	Reviewed By	Plan Approved	Plan Returned with Recommendations	Plan Updated
RECEIVED	OEMS	9/17/14	9/11/14	9/12 and 9/16/14

JUL 31 2014

MA Dept. of Public Health
80 Cranney Street
Boston, MA 02111

PART A



MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH OFFICE OF EMERGENCY MEDICAL SERVICES SERVICE ZONE PLAN APPLICATION TEMPLATE

City of Gardner

Name of Local Jurisdiction(s)

4/17/2013

Date

Identify the local jurisdiction(s) in the service zone: limited to **Gardner**

I, the undersigned, attest that I am duly authorized to complete and sign this application, that I have read this application in its entirety and that the information contained herein is complete, accurate and true. Signed under the pains and penalties of perjury.

Authorized Signature

Name Mark P. Hawke

7/31/14

Title Mayor

Location of Authorized Signatory

95 Pleasant St. - Room 125

Street Address: Number, Name, Type, Unit #

Gardner

City/Town

(978) 630 - 1490

Phone: Area Code, Number, Extension

mayor

Primary Email Address

MA

State

01440 - 2630

Zip

(978) 630 - 3778

Fax: Area Code, Number, Extension

@ gardner-ma.gov

Local Jurisdiction(s)' Contact for Service Zone Plan

Eric

Name: First

MI

Hulette

Last

EMS Coordinator

Title

70 City Hall Ave

Street Address: Number, Name, Type, Unit #

Gardner

City/Town

(978) 549 - 8245

Phone: Area Code, Number, Extension

Madmax91

Primary Email Address

MA

State

01440 -

Zip

(978) 630 - 4028

Fax: Area Code, Number, Extension

@ Verizon.net

Name of Person Completing Application

Eric

Name: First

MI

Hulette

Last

EMS Coordinator

Title

(978) 549 - 8245

Phone: Area Code, Number, Extension

Madmax91

Primary Email Address

(978) 630 - 4028

Fax: Area Code, Number, Extension

@ Verizon.net

PART A

Person responsible for monitoring compliance of local jurisdiction(s) with the service zone plan:

Eric _____ Hulette _____ EMS Coord
 Name: First MI Last Title
 (978) 549 - 8245 (978) 630 - 4028
 Phone: Area Code, Number, Extension Fax: Area Code, Number, Extension
 Madmax91 @ Verizon.net
 Primary Email Address

Authorized Regional Council

Signature _____

Date _____

Dionett Barletta
 7/31/2014

Diane _____ M Barletta _____ Assistant
 Print Name: First M Last Title

EMS Region	1 <input type="checkbox"/>	2 <input checked="" type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>
	Western MA	Central MA	Northeast	Metro Boston	Southeast

The chief municipal official of the local jurisdiction covered by the service zone plan must sign this application. If the service zone is comprised of multiple local jurisdictions, the chief municipal official of each local jurisdiction must sign this application.

I, the undersigned, attest that I am duly authorized to complete and sign this application, that I have read this application in its entirety and that the information contained herein is complete, accurate and true. Signed under the pains and penalties of perjury.

Authorized Signature N/A: Plan covers single jurisdiction

Local Jurisdiction _____

Print Name: First MI Last Title

I, the undersigned, attest that I am duly authorized to complete and sign this application, that I have read this application in its entirety and that the information contained herein is complete, accurate and true. Signed under the pains and penalties of perjury.

Authorized Signature N/A: Plan covers single jurisdiction

Local Jurisdiction _____

Print Name: First MI Last Title

PART A

I, the undersigned, attest that I am duly authorized to complete and sign this application, that I have read this application in its entirety and that the information contained herein is complete, accurate and true, Signed under the pains and penalties of perjury.

Authorized Signature N/A: Plan covers single jurisdiction

Local Jurisdiction

Print Name: First *MI* *Last* *Title*

I, the undersigned, attest that I am duly authorized to complete and sign this application, that I have read this application in its entirety and that the information contained herein is complete, accurate and true, Signed under the pains and penalties of perjury.

Authorized Signature N/A: Plan covers single jurisdiction

Local Jurisdiction

Print Name: First *MI* *Last* *Title*

I, the undersigned, attest that I am duly authorized to complete and sign this application, that I have read this application in its entirety and that the information contained herein is complete, accurate and true, Signed under the pains and penalties of perjury.

Authorized Signature N/A: Plan covers single jurisdiction

Local Jurisdiction

Print Name: First *MI* *Last* *Title*

Please copy this sheet if additional signatory pages are needed

PART B

Service Zone Planning Process

105 CMR 170.500 (B)(1)-(5): Local jurisdictions must develop service zone plans with input from the following entities, at a minimum: first responder agencies operating in the service zone; EFR agencies, if any; all ambulance services providing primary ambulance response pursuant to provider contracts in the service zone; all other ambulance services operating in the service zone; and health care facilities in the service zone, including hospitals and nursing homes.

1) Provide a short narrative explaining how the planning and designation process was conducted:

Mayor Hawke convened a meeting at City Hall on May 15, 2014 as a follow up meeting to Service Zone Plan meeting(s) that were held several years prior. The purpose of the meeting was to continue, and ultimately complete, the development of a service zone plan for the City of Gardner. In attendance at the meeting were Mayor Hawke to start the process, Eric Hulette – Gardner FD EMS Coordinator who was designated as the local jurisdiction contact person, Gardner FD Chief Ron Therrien, Gardner FD Captain Richard Ares, Gardner FD Union President Guy R. Sharron Jr., Gardner PD EMS Coordinator James Trifiro, City Personnel Director Debra Pond, Region II Assistant Director Diane Barletta and Gardner EMS (MedStar Ambulance) Executive VP/COO Mark Olson.

The group discussed in detail the portions of the plan that had been completed to date, verifying designations were appropriate and system design was accurately reflected. Detailed notes were taken by Eric Hulette for use in subsequent follow up meetings to complete the plan. Region II Assistant Director Barletta provided valuable feedback regarding the content of the draft as written, including suggestions for content in the final version.

Eric Hulette spearheaded the writing of a final version of the plan for review by City officials before submission to the Regional EMS office for review. The plan was submitted to the Region on June 24, 2014 and was carefully reviewed with comments returned on July 9th. It was recommended that the city reach out to the skilled nursing facilities (nursing homes) to obtain their input. James Wood of Wood's Ambulance (also operating in the city) was copied on the email and his comments were requested as well.

On July 10, 2014, the city held separate meetings with Steve Scheibel at Wachusett Manor and Kevin Morris at Gardner Rehabilitation & Nursing Center. Both parties were given the opportunity to review the Service Zone Plan and provide input. Each concurred with its content and had no further recommendation for changes except for an update to the name of one facility (Now Gardner Rehab & Nursing Center.)

Wood's Ambulance provided comments on July 18, 2014 and some changes and additions were made based on their input. Lastly, the Greenwood Memorial Swimming Pool staff and Dunn State Park staff provided input regarding their role. The final plan was submitted to the Mayor for his approval on July 31, 2014.

PART B

2) Complete the table indicating all parties that participated in the Service Zone Planning process:

Section	Category	Name of Entity	Contact Person Name (First, MI, Last)	Contact Title	Contact Phone
B (2) a	Example Elected state/local official	City of Bridgeport Emergency Management	David Jones	Emergency Mgmt. Coordinator	(203) 123-4444 Ext. 4965
B (2) b	City Government	City of Gardner	Mark P. Hawke	Mayor	(978) 630-1490
B (2) c	Law enforcement	Gardner Police	Debra Pond	Personnel Director	(978) 630-4001
B (2) d	Designated primary ambulance service	Gardner EMS	James Trifiro	EMS Coordinator	(978) 632-5600
B (2) e	Other Ambulance Services Providing Primary Ambulance Service (e.g., primary Advanced Life Support (ALS); ambulance services with provider contracts)	Woods Ambulance (provider contracts in place)	Randy Girouard	Division Manager	(978) 503-2694
B (2) f	Other Ambulance Services Operating in the Service Zone	MedStar Ambulance Woods Ambulance	James Wood	President	(978) 632-1530 x1001
B (2) g	Designated EMS first response (EFR) service(s), if any	None	Mark Olson James Wood	Executive VP/COO President	(508) 304- 2454 (978) 632-1530 x1001
B (2) h	Other First Responder Agencies	Greenwood Memorial Swimming Pool Dunn State Park Gardner Fire Gardner Fire Gardner Fire Gardner Fire	Diana Ringger Brad Gallant Eric Hulette Ronald P. Therrien Richard Ares Guy R. Sharron	Director Forest/Park Super3 EMS Coordinator Chief (Retired) Captain Union President	(978) 505-0357 (978) 273-9244 (978) 549-8245 (978) 630-4051 (978) 630-4051 (617) 966-8686
B (2) i	Hospital(s)	Heywood Hospital	Joan Doyle	ED Nurse Manager	(978) 632-3420 x6280
B (2) j	Other health care facilities, including nursing homes	see Table E (5)			

PART C - Section 1

Service Zone Provider Selection Process and Local EMS Performance Standards

105 CMR 170.510 (B): Please describe the selection process the service zone has for selection and changing of EMS service delivery or designated service zone providers. This must be an open, fair, and inclusive process.

The City of Gardner, at the direction of the Mayor's office, created and disseminated to interested ambulance service providers a Request for Proposals. A Committee was established to evaluate the proposals received from responding ambulance services. The Committee selected three of those companies to do live presentations before the Committee. The Committee then chose the most qualified of the three ambulance companies to be awarded the contract for provision of 911 ambulance services to the City. A similar selection process would be used for future EMS service delivery changes.

PART C - Section 1

Local EMS Performance Standards

105 CMR 170.510(C): Local jurisdictions must set the following EMS performance standards in their service zone plan. These are the criteria for the selection of service zone provider(s). Potential service zone providers must be evaluated on their ability to meet these local standards. Performance standards must meet minimum standards set forth in the EMS regulations, where applicable. Standards include:

- 1) response time
- 2) staffing requirements
- 3) deployment of resources
- 4) adequate backup
- 5) level of service and level of licensure of designated service zone providers
- 6) medical control
- 7) appropriate health care facility destinations
- 8) any other EMS performance measure on which the local jurisdiction(s) wish to set standards and use as selection criteria for EMS providers

Indicate your service zone's standards: (See Part C Section 1 & 2 Tables)

PART C - Section 1

Section	Type of Provider	Standard Response Time (Minutes)	How is Response Time Measured?		Licensure Level(s)
			Starting Point	Ending Point	
C (I) a	Designated primary ambulance service: Gardner EMS	</= 8 min 90%	Dispatch time	Arrival on scene	<input type="checkbox"/> BLS <input type="checkbox"/> ALS-Intermediate <input checked="" type="checkbox"/> ALS-Paramedic
C (I) b	Other ambulance services providing primary ambulance service (e.g. Primary ALS) Woods Ambulance (provider contracts only)	</= 8 min 90%	Dispatch time	Arrival on scene	<input type="checkbox"/> BLS <input type="checkbox"/> ALS-Intermediate <input checked="" type="checkbox"/> ALS-Paramedic
C (I) c	Ambulance services providing back up to primary ambulance service MedStar Ambulance Woods Ambulance	</= 8 min 90% </= 8 min 90%	Dispatch time Dispatch time	Arrival on scene Arrival on scene	<input type="checkbox"/> BLS <input type="checkbox"/> ALS-Intermediate <input checked="" type="checkbox"/> ALS-Paramedic
C (I) d	Designated EMS first response (EFR) service(s) if any	None	N/A	N/A	<input type="checkbox"/> BLS <input type="checkbox"/> ALS-Intermediate <input type="checkbox"/> ALS-Paramedic
C (I) e	Other first responder agencies: Gardner Police & Fire	</= 8 min 90%	Dispatch time	Arrival on scene	N/A

Calls that fall outside the 90% response time standard will be reviewed for quality assurance purposes. There shall be no significant disparities in response times by time of day or by geographic area. Responders shall be exempt from the standard in cases of extreme weather conditions where the safety of the public and crew would be at risk.

PART C - Section 2

Please indicate what service zone standards are in place for each designated service zone provider; designated primary ambulance service, ambulance services with provider contracts, and EFR(s). Service zone standards must meet all applicable EMR regulatory standards. Relevant regulatory citations are indicated, where applicable, at the end of each subsection heading.

A Service Licensure Level & Staffing Requirements (170.305)

Gardner EMS: minimum 1 ALS (P/P, P/I or P/B) and 1 BLS (B/B) within city dedicated 911

Woods Ambulance: ALS (P/P, P/I or P/B) and BLS (B/B)

MedStar Ambulance: ALS (P/P, P/I or P/B) and BLS (B/B)

All other services operating in Gardner must meet staffing requirements per EMS regulation.

B Deployment of Resources

Primary ambulance dispatched by Gardner Fire, which receives call from Gardner Police (primary PSAP). MedStar or Woods Ambulance is called by FD dispatch for back-up. FD activates existing Gardner EMS mutual aid agreements for back-up if both MedStar and Woods unavailable. FD can view and track Gardner EMS and MedStar ambulances in real time using FleetEyes GPS technology. Designated 911 ambulance(s) must be equipped with a two-way radio on such wave length that clear communication can be executed between them and the Police, Fire Departments, Public Safety Dispatch Center and communication with the hospitals.

C Adequate Backup (170.385)

Gardner EMS will be backed-up by MedStar Ambulance, Woods Ambulance, Westminster FD, Hubbardston FD, Templeton FD, and Ashburnham FD through established agreements between Gardner EMS and those services and/or established Gardner FD mutual aid agreements.

D Medical Control [170.300, 170.330(C)]

[Medical control means the clinical oversight by a qualified physician to all components of the EMS system, including, without limitation, the Statewide Treatment Protocols, medical direction, training of and authorization to practice for EMS personnel, quality assurance and continuous quality improvement.]

Gardner EMS and Woods Ambulance both maintain ALS Affiliation Agreements with Heywood Hospital. Dr. Steven Yerid is the Affiliate Hospital Medical Director who provides medical oversight. MedStar Ambulance maintains an ALS Affiliation Agreement with UMass Memorial Medical Center, University and Dr. Stacy Weisberg is the Affiliate Hospital Medical Director providing medical oversight.

E Health Care Facility Destinations

Heywood Hospital shall be the primary receiving hospital in Gardner. However, the ambulance services shall be solely responsible for the selection of the hospital to which a sick, disabled or injured person is transported in accordance with on-line and off-line medical control protocols. The city shall not be obligated in any circumstances to select a hospital. The ambulance services must follow MDPH approved state and regional point of entry plans.

F Other EMS performance standards established by the service zone

Please indicate any other standards are in place for performance measures on which the local jurisdiction(s) wish to set standards and use as selection criteria for EMS providers:

Continued onto next page...

PART C - Section 2

Other EMS performance standards established by the service zone, continued...

All ambulance services shall maintain and provide upon request of the local jurisdiction contact, a monthly record of all emergency medical responses responded to within the City. This record shall include, but not be limited to:

- 1) Basic Life Support and Advanced Life Support emergency responses
- 2) Time of receipt of request for service
- 3) Time at which appropriate level ambulance was actually en route to the location
- 4) Time at which the ambulance personnel exit the ambulance at the scene of the incident or time of cancellation of request for service
- 5) Time of departure of the ambulance from the scene
- 6) Time of arrival of the ambulance at a hospital

PART D

EMS and Public Safety Providers (based in Gardner)

105 CMR 170.510 (A): Inventory of resources available in the service zone. Please complete the following table indicating all EMS providers in the service zone.

Category	Name of EMS Service	Number of Vehicles	Hours of Operation (HH:mm)	Contact Person Name (First, MI, Last)	Contact Title	Contact Phone
1 Designated primary ambulance service (can only be 1 per service zone)	Gardner EMS	2	24/7/365	Randy Girouard	Division Manager	(978) 503 - 2694
2 Other ambulance services providing primary ambulance service (e.g., primary ALS; ambulance services with provider contracts)	Woods Ambulance (provider contracts only)	3	24/7/365	James Wood	President	(978) 632 - 6352
3 Ambulance services providing backup to primary ambulance service	MedStar Ambulance	3	24/7/365	Mark Olson	Exec VP/COO	(508) 304 - 2454
	Woods EMS	1	24/7/365	James Wood	President	(978) 632- 6352
4 Other ambulance services operating in the service zone	None					
5 Designated EFR service(s), if any	None					
6 Other first responder agencies (police & fire)	Greenwood Memorial	0	*	Diana Ringger	Director	(978) 505- 0357
	Swimming Pool	0	**	Brad Gallant	Forest/Park Sup3	(978) 273-9244
	Dunn State Park	7	24/7/365	Eric Hulette	EMS Coordinator	(978) 549-8245
	Gardner Fire Gardner Police	6	24/7/365	Jim Trifiro	EMS Coordinator	(978) 632-5600

*M, Tu, Thu & Fri 5:30am-8:45pm; W 7:45am-8:45pm; Sat 7:30am-3:30pm; Sun 7:30 am-2:30pm

**Life guards are only available as staffing allows from the end of June to the end of August (no set days or hours)

PART E

Health Care Facility Resources / Facilities with Health Care Capabilities

105 CMR 170.510(A)(5): As part of the inventory of EMS-related resources, please complete the following table for all health care facilities or facilities with health care capabilities on site within the service zone.

Type of Facility	Name of Entity	Address/Location (Street, City, State, Zip)	Hours of Operation or Event Date	Summary of Care Capabilities	24 Hour Emergency Phone
E (1) All hospitals in SZ	Heywood Hospital	242 Green Street Gardner MA 01440	24/7	ED, Primary Stroke Service	(978) 632 -3420
E (2) All receiving hospitals	Heywood Hospital	242 Green Street Gardner MA 01440	24/7	ED, Primary Stroke Service	(978) 632 -3420
E (3) Primary ambulance affiliate hospitals	Heywood Hospital	242 Green Street Gardner MA 01440	24/7	ED, Primary Stroke Service	(978) 632 -3420
E (4) Designated specialty care hospitals (i.e., Dept. designated trauma and stroke centers)	Heywood Hospital	242 Green Street Gardner MA 01440	24/7	Specialty limited to Primary Stroke Service	(978) 632 -3420
E (5) Nursing homes	Genesis Health/ Wachusett Manor* Gardner Rehabilitation & Nursing Center*	Steve Scheibel 32 Hospital Hill Rd Gardner, MA 01440 Kevin Morris 59 Eastwood Circle Gardner, MA 01440	24/7 24/7	LPN, AED RN, AED	(978) 632 -5477 (978) 632 -8776
E (6) Assisted living centers	Heywood Wakefield Commons	50 Pine Street Gardner, MA 01440	24/7	RN, LPN, CNA	(978) 632 -8292
E (7) Entertainment Venues	None				
E (8) Special Events	None				

*Contracted with Wood's Ambulance.

PART E

Type of Facility	Name of Entity	Address/Location (Street, City, State, Zip)	Hours of Operation or Event Date	Summary of Care Capabilities	24 Hour Emergency Phone
E (9) Other	GVNA Health Care Inc. (Adult Day)*	34 Pearly Lane Gardner, MA 01440	7am-7pm	Adult Day Care for individuals with special needs; RN	(978) 632 -1230
	North Central Correctional Institution*	500 Colony Rd PO Box 466. Gardner, MA 01440	24/7	RN & AED	(978) 630 -6000
	Cataract & Laser Center (D'Ambrosio Eye Care)*	95 Mechanic St, Gardner, MA 01440	MWF: 8am-5pm Tu&Th: 8am- 7:30pm Sat: 8am-5pm	MDS & ODS	(978) 632-6674
	Mount Wachusett Community College	444 Green Street Gardner, MA 01440	8a-8p	RN & AED	(978) 630 -9354
	Greenwood Memorial Swimming Pool	69 Park Street Gardner, MA 01440	M, Tu, Thu & Fri 5:30am- 8:45pm W 7:45am- 8:45pm Sat 7:30am- 3:30pm Sun 7:30 am- 2:30pm	Lifeguard w/ AED	(978) 505 -0357
	Dunn State Park	289 Pearl St, Gardner, MA 01440	end of June- end of August (staffed only as available; no set times)	Lifeguard/no AED	(978) 273-9244

*Contracted with Wood's Ambulance

PART E

Type of Facility	Name of Entity	Address/Location (Street, City, State, Zip)	Hours of Operation or Event Date	Summary of Care Capabilities	24 Hour Emergency Phone
E (9)	Gardner High School	200 Catherine St. Gardner, MA 01440	7:30am-4 pm M-F during school year	1 RN-BSN and 1 AED	(978) 632 -3934
	Gardner Middle School	297 Catherine St. Gardner, MA 01440	7:30am-4 pm M-F during school year	1 RN-BSN and 1 AED	(978) 632 -1603
	Waterford St School	62 Waterford St. Gardner, MA 01440	7:30am-4 pm M-F during school year	1 RN-BSN and 1 AED	(978) 632-4158
	Helen Mae Sauter School	130 Elm St. Gardner, MA 01440	7:30am-4 pm M-F during school year	1 RN-BSN and 1 AED	(978) 632 -4563
	Elm St School	160 Elm St. Gardner, MA 01440	7:30am-4 pm M-F during school year	1 RN-BSN and 1 AED	(978) 632 -4449
	Holy Rosary school	135 Nichols St. Gardner, MA 01440	7:30am-4 pm M-F during school year	1 RN and 1 AED	(978) 632-5372
	Sacred Heart Academy	53 Lynde St. Gardner, MA 01440	7:30am-4 pm M-F during school year	1 RN and 1 AED	(978) 632-0950
	Gardner Academy for Learning	75 East Broadway Gardner, MA 01440	7:30am-4 pm M-F during school year	1 RN-BSN and 1 AED	(978)632-1606

PART F

Inventory of Communications Systems

105 CMR 170.510(A)(8): As part of the inventory of EMS-related resources, local jurisdictions need to identify emergency medical dispatch and public safety answering points (PSAPs).

Section I: Primary PSAP Center (the main emergency call receiving center)

Name and Address

Gardner Police Department

Name of Primary PSAP Center

31 City Hall Ave

Street Address: Number, Name, Type, Unit #

Gardner

MA

01440

-

City/Town

State

Zip

PSAP Operation by:

Fire

Police

Other

Civilian EMD Dispatchers

PSAP Contact Information

Laurie

Name: First

MI

Lyons

Last

Supervisor

Title

(978) 632 - 5600

Phone: Area Code, Number, Extension

(978) 630 - 4027

Fax: Area Code, Number, Extension

llyons

@

Gardner-ma.gov

Primary Email Address

Number of Dispatcher(s) or Call Takers per Shift

2

Dispatchers Trained In EMD?

All

Some

None

Name of EMD System In Use at Center

PowerPhone

PART F

Section II: Secondary PSAP Center, if any (an alternate answering point for emergency calls)

Name and Address

Gardner Fire Department
Name of Secondary PSAP Center

70 City Hall Ave
Street Address: Number, Name, Type, Unit #

Gardner MA 01440
City/Town State Zip

Secondary PSAP Operation by:

Fire Police Other

Secondary PSAP Contact Information

Richard Ares Captain
Name: First MI Last Title
(978) 632 - 1616 (978) 630 - 4028
Phone: Area Code, Number, Extension Fax: Area Code, Number, Extension
rars @ Gardner-ma.gov
Primary Email Address

Number of Dispatcher(s) or Call Takers per Shift 1

Dispatchers Trained In EMD? All Some None

Name of EMD System In Use at Center none

This answering point is for processing EMS calls received from the Primary PSAP. The Gardner Fire Department does not receive direct 911 calls.

PART F

Section III: Alternate PSAP Center (the backup to the primary PSAP, in case it is not available)

Name and Address

Westminster Fire Department
Name of Alternate PSAP Center

7 South Street
Street Address: Number, Name, Type, Unit #

Westminster MA 01473 -
City/Town State Zip

Alternate PSAP Operation by:

Fire Police Other Civilian EMD Dispatchers

Alternate PSAP Contact Information

Andrew Loesher Supervisor
Name: First MI Last Title

(978) 874 - 2933 (978) 874 - 0503
Phone: Area Code, Number, Extension Fax: Area Code, Number, Extension

aloesher @ Westminster-ma.gov
Primary Email Address

Number of Dispatcher(s) or Call Takers per Shift 1

Dispatchers Trained In EMD? All Some None

Name of EMD System In Use at Center PowerPhone

PART G

Medical Control Plan

105 CMR 170.510 (G): Local jurisdiction(s) need to include a plan for medical control*. At a minimum, this will consist of tracking current affiliation agreements, consistent with 105 CMR 170.300 for each ALS level EMS service providing primary ambulance response or EFR response (if any) operating in the service zone. If there are services operating in the service zone at the BLS level only, the service zone may want to track memoranda of agreement with hospitals for medication administration oversight as well.

On the following page, please list each affiliate hospital(s) and medical director(s) who has authority over the clinical and patient care aspect of the affiliated EMS service.

City of Gardner's Medical Control Plan:

Each ambulance service operating in the City of Gardner maintains an Affiliation Agreement with a hospital licensed to provide medical control consistent with 105 CMR 170.300 (see Part G Table).

Gardner EMS is a division of MedStar Ambulance and operates under the same clinical SOPs, Statewide Treatment Protocols, and training to maintain consistency, standardization, and continuity.

(See separate ALS Affiliation Agreements for medical oversight details).

*Medical control means the clinical oversight by a qualified physician to all components of the EMS system, including, without limitation, the Statewide Treatment Protocols, medical direction, training of and authorization to practice for EMS personnel, quality assurance and continuous quality improvement.

PART G

	Name of Provider	Name of Affiliate Hospital Providing Medical Control in the Service Zone	Name of Affiliate Hospital Medical Director	Contact Phone
1	Gardner EMS 70 City Hall Ave Gardner, MA 01440	Heywood Hospital	Steven Verid, MD	(978) 630 - 6376
2	MedStar Ambulance 61 East Broadway, Gardner, MA 01440	UMass Memorial, University	Stacy Weisberg	(508) 421 - 1469
3	Woods Ambulance 457 Main Street Gardner, MA 01440	Heywood Hospital	Steven Verid, MD	(978) 630 - 6376
4	Woods EMS 457 Main Street Gardner, MA 01440	Heywood Hospital	Steven Verid, MD	(978) 630 - 6376
6				() - Ext.
7				() - Ext.
8				() - Ext.
9				() - Ext.
10				() - Ext.

Advanced Life Support Affiliation Agreement

This Agreement made and entered into on the 1st day May, 2014, between Heywood Hospital (hereinafter called "the Hospital") and Gardner Emergency Medical Services Inc. (hereinafter called "the Service").

Preamble:

- The Hospital is licensed by the Massachusetts Department of Public Health (MDPH) to provide medical control services to ambulance services, pursuant to 105 CMR 130.1501-1504; and
- The Service is licensed by MDPH to provide Advanced Life Support (ALS) Emergency Medical Services (EMS), in accordance with 105 CMR 170.000 and its Emergency Medical Technicians (EMTs) are certified at the appropriate ALS level of care to allow the Service to deliver ALS at its particular level of licensure; and
- The MDPH regulations cited above require hospitals licensed to provide medical control services and ambulance services licensed at the ALS level to enter into affiliation agreements, which are current written contracts containing a reasonable and effective plan for medical control.

THE PARTIES AGREE AS FOLLOWS:

The Hospital Agrees:

1. To provide medical oversight to the Service as it operates stations in the City of Gardner and the Town of Athol Massachusetts and provides Advanced Life Support intercepts to the surrounding communities.
2. To designate the physician named below, who meets the requirements set forth in 105 CMR 130.1504, as the Affiliate Hospital Medical Director (AHMD) to perform the duties specified in 105 CMR 130.1503, including but not limited to, the authority over the ALS clinical and patient care aspects of the affiliated service, including but not limited to the authorization to practice of its EMS personnel.
3. To provide on-line medical direction by hospital-based physician(s) appropriately credentialed and trained in accordance with the requirements of 105 CMR 130.1504, 24 hours a day, seven days a week and to ensure that all field communication of emergency on-line medical direction is recorded by Coordinated Medical Emergency Direction (CMED), at the hospital, or by other means.
4. To operate, under the direction of the AHMD, an effective quality assurance/quality improvement (QA/QI) program, in which on-line medical direction physician(s) shall participate. A description of the QA/QI program, [which must be agreed to in writing by both parties,] is incorporated herein by reference.

the QA/QI program, [which must be agreed to in writing by both parties,] is incorporated herein by reference.

5. To ensure that said QA/QI program shall include, but not be limited to, regular review of trip records and other data pertinent to the Service's operation, in accordance with the Hospital's QA/QI standards and protocols, in those cases in which ALS services were provided or in which ALS established direct patient contact. Such review shall take place on a monthly basis at minimum and shall include:
 - a. 100% review of all Cardiac Arrest calls
 - b. 100% review of all Intubations or serious respiratory calls
 - c. 100% review of all pediatric ALS calls
 - d. A 10% random review of all ALS calls not included in the above.
 - e. A review of the Service ALS CQI Coordinators report on all ALS calls which shall be submitted monthly and shall include a synopsis review of all ALS calls performed by the Service.
 - f. A 100% review of the Service ALS Coordinators calls

6. To ensure that there is a process of skill maintenance and review available to the Service's certified EMTs providing ALS care, and to provide remedial training opportunities in the hospital's emergency department, and in operating rooms or skill laboratories, for remediation and education of all pertinent EMS skills and practices, including but not limited to advanced airway management, under the oversight of the AHMD, or his or her designee. Such access to remediation, training and retraining shall at minimum include:
 - a. The ability to meet with the AHMD or his/her designee.
 - b. The ability to observe in the Hospital's Emergency Room under the direction of the AHMD or his/her designee.
 - c. The ability to utilize simulation manikins at a facility approved by the AHMD and under the direction of the AHMD or his/her designee.

7. To provide regular consultation between its medical and nursing staffs and EMS personnel providing ALS services, including but not limited to, attendance at morbidity and mortality (M&M) rounds and chart reviews. Such regular consultation and attendance at M&M rounds and chart reviews shall occur, at minimum, twice per year. ALS attendance at M&M rounds are not required to occur at the Hospital as long as proof is provided to the AHMD that the Services ALS personnel have attended any M&M round in which a DPH/OEMS approved continuing education credit(s) have been approved.

8. To provide the Service with policies and procedures for obtaining medications from the hospital's pharmacy, which are incorporated herein by reference.

The Service Agrees:

1. To staff vehicles, in accordance with M.G.L. c. 111C, § 25 and 105 CMR 170.305(C), assigned to provide ALS services with EMTs fully trained, oriented and certified at the appropriate ALS level (check one):

- ALS-Paramedic level
- ALS-Intermediate level
- EFR-Paramedic level
- EFR-Intermediate level

2. To ensure that its certified EMTs providing ALS care have received the AHMD's authorization to practice.
3. To provide patient care in accordance with the Statewide Treatment Protocols and to follow Department approved point-of-entry plans and other relevant regulations, policies and administrative requirements of the Department.
4. To leave at the Hospital for all patients delivered to the Hospital, a trip record detailing the prehospital care provided in accordance with 105 CMR 170.345, and to provide the Hospital, upon request of the AHMD, additional copies of these and any other trip records, incident reports and any other pertinent patient care related documents and data related to the EMS Service's provision of pre-hospital ALS or in which ALS established direct patient contact.
5. To participate in the quality assurance/quality improvement (QA/QI) program operated by the Hospital, under the direction of the AHMD, and in accordance with requirements of the Hospital and this Agreement.
6. To ensure its certified EMTs providing ALS care participate in M&M rounds as well as remediation, training and retraining, as necessary, under the oversight of the AHMD, or his/her designee.
7. To adhere to the Hospital's policies and procedures for obtaining medications from the hospital pharmacy (see attached Heywood Hospital Pharmacy Policy and Procedure).
8. To notify the AHMD of Department action against any EMT's or EFR's certification (denial, suspension, revocation or refusal to renew certification), or other Department disciplinary action (letter of reprimand, letter of clinical deficiency, advisory letter) against any EMS personnel employed by the Service.
9. To provide to the Hospital, per 105 CMR 170.300(A)(11), the identity of all other hospitals with which the Service maintains an Affiliation Agreement and policies and procedures that set forth the duties and responsibilities of each Affiliate Hospital.

Both Parties Agree:

1. To comply with the MDPH regulations regarding medical control and with all terms of the affiliation agreement.
2. To ensure the operation of the program or process for skill maintenance and review for EMS personnel, which is incorporated herein by reference. [The program/process may be a separate document but must be agreed to in writing by the Service and the Hospital]

3. To implement and maintain the procedure incorporated herein by reference by which a Hospital physician can maintain recorded direct verbal contact with the EMS personnel regarding a particular patient's condition and order, when appropriate, the administration of a medication or treatment for that patient, to which such physician or his or her designee shall sign the trip record documenting the patient's care and transport by the EMS personnel. [There must a written description of the process, agreed to in writing by both parties.]
4. To be responsive to the other party's concerns and needs, acting in a timely manner to resolve all problems and meet reasonable needs.
5. To review this document at least annually, and update and re-sign at least every two years, to ensure it reflects current practices and is consistent with current regulations.

Term:

This Agreement shall expire no later than 24 months from the date this Agreement was entered into, as reflected on the first page herein.

Early Termination:

This Agreement may be terminated prior to the expiration date agreed to herein by either the Hospital or the Service, with 60 days prior notice, with/without cause.

Winfield Brown
 Winfield Brown
 Heywood Hospital
 Chief Executive Officer

[Signature]
 Signature

4/29/14
 Date

STEVEN YERID
 Steven Yerid
 Affiliate Hospital Medical Director

[Signature]
 Signature

4/29/14
 Date

Nicholas Melchov
 Nicholas Melchov
 Medstar Ambulance
 Chief Executive Officer

[Signature]
 Signature

5/7/14
 Date

Attached: Heywood Hospital Pharmacy Policy and Procedure

Date Adopted: 3/02

Approved By: Kathie MacKenzie RPh, PharmD Tina Santos RN VP PCS

Date Revised: 6/12, 7/12, 12/31/13

Date Reviewed: 3/03, 4/04, 4/05, 6/07, 7/09, 6/12

HEYWOOD HOSPITAL PHARMACY POLICY AND PROCEDURE

SUBJECT: 2120 Emergency Medical Service (Ambulance and Fire Dept.)
Restocking

Narcotic and Non-Narcotic Drug Replacement.

POLICY: Heywood Hospital Pharmacy participates in a drug replacement system with

Ashburnham Fire Department, Barre Ambulance, Hubbardston Fire Department, Phillipston Fire Department, Princeton Fire Department, Westminster Fire Department, Winchendon Fire Department and Woods Ambulance. The ambulance companies/ fire departments will be responsible for the handling and storage of all narcotics and non narcotic medications according to the OEMS policy and procedures. Drug replacement includes only the drugs approved by the OEMS protocols. Any narcotic discrepancy discovered by the ambulance service will be immediately reported to Heywood Hospital Pharmacy. The ambulance services will use only Heywood Hospital Pharmacy for medication replenishment.

SCOPE: Pharmacy

PROCEDURE:

Hospital personnel ensure that

1. An affiliation agreement exists between the Hospital and the EMS Service
2. The Ambulance Service has a valid Advanced Life Support (ALS) provider license from the MDPH, Office of Emergency Medical Services, and a valid Massachusetts Controlled Substance Registration (MCSR) from the MDPH Drug Control Program.
3. A list of all EMT personnel authorized to administer controlled substances is provided to the hospital by the EMS Service and is revised as applicable to ensure it is current. This list will be updated annually.
4. EMT personnel (Paramedic/Intermediate) have valid identification and are included on the list of EMT personnel who are authorized to administer controlled substances

5. Medications provided by the hospital pharmacy are limited to certain types and quantities of approved medications (in accordance with OEMS protocol and approved controlled substance schedules from the MDPH, DCP). A list of such medication is readily available to applicable hospital staff.
6. The Ambulance Service Medication Order Form (ASMOF) is complete
7. The ASMOF record for all controlled substances is maintained in the pharmacy
8. EMT personnel record their signature for medications received on the Omnicell dispensing record
9. Registered pharmacists record their signature for medications delivered on the Omnicell Dispensing record
10. The appropriate deductions are recorded on the perpetual inventory for controlled substances.

EMT Providers will

1. The EMS provider will obtain replacement drugs from the hospital pharmacy after presenting the signed (including EMT number) and dated Ambulance Service Medication Order Form to the Registered Pharmacist.
2. The EMS provider will use only Heywood Hospital for drug replenishment
3. The EMS provider will present a valid ID to the Registered Pharmacist.
4. Controlled substance medications may be replaced unit for unit after patient use of a medication, when the medication is expired, the seal is broken or the label is illegible, incomplete or missing. Expired medications should be returned for replacement 30 days prior to expiration date.
5. The EMS provider will supply the pharmacy with either the EPCR or written run sheet showing the use of controlled substances. The Registered Pharmacist will verify the EPCR (Electronic Patient Care Record) and drug usage with the EMS provider. A copy of the log run sheet or EPCR will be filed with the record of replacement dispensing. A log book will be maintained in the pharmacy to validate that a run sheet number is never reused.
6. If an EMS provider uses only a portion of a pre-filled controlled narcotic, the bound book narcotic log must show the amount given, amount wasted and signature of co-witness. This documentation will include the Patient name and PCR #.

7. The EMS provider will bring their bound narcotic log book and locked box for drug storage when obtaining controlled substances.
8. Medications dispensed to the EMS provider will be documented in the bound book and the drug box sealed in the presence of a Registered Pharmacist after validating that the count is correct. The seal number will be recorded in the log book.
9. Any narcotic discrepancy discovered by the ambulance service will be reported immediately to the pharmacy.

Hours of Service

Medications may only be replaced at the Hospital Pharmacy daily between the hours of 6 AM and 10 PM .

Record Keeping

The hospital pharmacy will bill the EMS provider acquisition cost for the medication replacement monthly. The hospital will not bill the patients.

REFERENCES

1. Guidelines for the Development of Protocols for Medication Replacement by the Affiliated Medical Control Service Hospital to an Advanced Life Support (ALS) Ambulance. DPH Med Control Pharmacy Policy 8/15/2007
2. OEMS 105 CMR 170.986 42 CFR Part 1001 RIN 0991-AB05 Medicare and State Health Care Programs Fraud and Abuse; Ambulance Replenishing Safe Harbor Under the Anti Kickback Statute Federal Register Vol 66 No 233 Tues Dec 4, 2001 62979
3. Controlled Substance Act Title 21 Food and Drugs Chapter 13 Drug Abuse Prevention and Control Subchapter 1 Control and Enforcement Part C Section 829
4. The Controlled Substance Act: Regulatory Requirements Yeh, Brian Dec 13, 2012 Congressional Research Service pg 1-17 accessed 12/31/13
5. Mass General Law Chapter 94 C CMR 105:700.000

As with any contract, all parties should seek the advice of their legal counsel prior to signing.

Basic Life Support Memorandum of Agreement

This Agreement made and entered into on the 1st day of May, 2014, between Medstar Ambulance, herein known as "the Service" and Heywood Hospital, hereinafter known as "the Hospital".

Preamble:

- In accordance with the Commonwealth of Massachusetts Department of Public Health's Regulations 105 CMR 170.330 (C): Each Service that has its EMS personnel administer any medications authorized by and in accordance with the Statewide Treatment Protocols shall maintain a current Memorandum of Agreement with a Hospital or Hospital consortium, if it does not already have an Affiliation Agreement pursuant to 105 CMR 170.300. The Memorandum of Agreement shall address acquisition and replacement of each of the medications used by Service EMS personnel, quality assurance, treatment protocols, training, record keeping, shelf-life of the medication and proper storage, security and disposal conditions; and
- The Service is licensed to provide prehospital Basic Life Support (BLS) Emergency Medical Services (EMS), and its Emergency Medical Technicians (EMTs) are certified by the Massachusetts Department of Public Health's Office of Emergency Medical Services (MDPH/OEMS), at a minimum, to the BLS level; and
- The Hospital is equipped and committed to providing medical oversight Services for the provision of pre-Hospital BLS care as described herein; and
- This Agreement is in place for the purposes of the following medications and skills as indicated by the initials of both parties:

Required Medications


Initial Initial

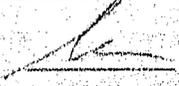
Medication administration in accordance with established Massachusetts EMS Prehospital Treatment Protocols including, but not limited to, Aspirin, Epinephrine Auto-injector, and assisted medications (e.g., prescribed inhalers, nitroglycerin)

Optional Medications & Skills


Initial Initial

Albuterol Administration via Nebulizer for known Asthmatics/COPD according to MDPH/OEMS Advisory (4/9/10)

Optional Medications & Skills, continued

 SY
Initial Initial
Glucose Monitoring according to MDPH/OEMS
Administrative Requirement 5-520 (further
requirements indicated in this agreement below*)

 SY
Initial Initial
Intranasal Naloxone with minimum standard training
Limited to Needle-less systems (i.e., Naloxone 2 mg Luer-Jet)

THE PARTIES AGREE AS FOLLOWS:

The Service Agrees:

1. To comply with the Department's Drug Control Program regulations, at 105 CMR 700.000.
2. To ensure that all EMTs have completed training for the medications/skills initialed in this Agreement consistent with the applicable MDPH/OEMS EMS Prehospital Treatment Protocols, Administrative Requirement, or Advisory and maintain training records for review by the Department and/or Hospital Medical Director.
3. To allow only those EMTs authorized by the Hospital's Affiliate Hospital Medical Director to administer medications/skills initialed in this Agreement while employed by the Service. (The Affiliate Hospital Medical Director reserves the right to revoke this authorization.)
4. To ensure that all EMTs document on their trip records any administration or assisting of medications or utilization of skills as initialed in this Agreement.
5. To conduct ongoing quality assurance/quality improvement (QA/QI) for assessing EMT competency, collect data and perform chart reviews, and submit reports to the Department and/or Hospital Medical Director upon request.
6. To establish and ensure strict adherence to written policies for compliance with shelf-life, proper storage, disposal and security of medications.
7. To adhere to the Hospital's policies and procedures for the acquisition and replacement of medications from the hospital pharmacy.
8. To participate in all quality assurance measures established by the Hospital and the Medical Director.

***If Glucose Monitoring is initialed in this Agreement:**

9. To ensure strict adherence to blood borne pathogen policies and procedures, including universal precautions, sharps disposal and reporting requirements currently defined by the Department.
10. To conduct, at a minimum, a yearly review of training and competency in Glucose Monitoring.
11. To use a Glucose Monitoring device that is:
 - a) approved by the U.S. Food and Drug Administration (FDA);
 - b) utilizes capillary action;
 - c) measures whole blood;
 - d) uses one-time lancet;
 - e) uses small specimen size to decrease the risk of blood borne pathogen exposure, and;
 - f) requires minimal calibration and cleaning.
12. To ensure strict adherence to the use, care, and cleaning of the Glucose Monitoring device and to run controls, where applicable, all in accordance with the manufacturers' instructions.
13. To abide by any federal Clinical Laboratories Improvement Amendments (CLIA) requirements as mandated for the use of Glucose Monitoring devices.

The Hospital Agrees:

1. To identify a Medical Director to provide medical oversight for medication administration/skills initialed in this Agreement.
2. To approve medication administration training programs consistent with the applicable MDPH/OEMS EMS Prehospital Treatment Protocols, Administrative Requirement, or Advisory.
3. To identify a Medical Director who authorizes EMTs employed by the Service to administer medications/skills initialed in this Agreement.
4. To identify a Medical Director who will participate in ongoing quality assurance/quality improvement (QA/QI) for assessing EMT competency.
5. To identify a Medical Director who shall be responsible for ensuring appropriate training and competency of all EMTs using Glucose Monitoring, if initialed in this Agreement.

6. To provide the Service with policies and procedures for the acquisition and replacement of medications from the hospital's pharmacy.
7. To provide on-line medical direction by an Emergency Department physician to the Service in accordance with the Department of Public Health Statewide Pre-Hospital Treatment Protocols for the administration of medication at the Basic Life Support Level.

Both Parties Agree:

1. To be responsive to the other party's concerns and needs, acting in a timely manner to resolve all problems and meet reasonable needs.
2. To review this document at least biennially, and make any updates necessary to ensure it is consistent with current regulations.
3. To notify the Department of Public Health's Office of Emergency Medical Services in writing should any changes occur altering the specifics of this Agreement.

Term:

This Agreement shall expire no later than 24 months from the date of this Agreement was entered into, as reflected on the first page herein.

Early Termination:

This Agreement may be terminated prior to the expiration date agreed to herein by either the Hospital or the Service, with a sixty (60) day written notice, with/without cause.

Winfield Brown
 Winfield Brown
 Heywood Hospital
 Chief Executive Officer

Winfield Brown
 Signature

4/29/14
 Date

STEVEN YERID
 Steven Yerid
 Affiliate Hospital Medical Director

Steven Yerid
 Signature

4/29/14
 Date

Nicholas Melehov
 Nicholas Melehov
 Medstar Ambulance
 Chief Executive Officer

Nicholas Melehov
 Signature

5/7/14
 Date

Advanced Life Support Affiliation Agreement

This Agreement ("Agreement") is made and entered into on the first day of September 1, 2013, between MedStar Ambulance, Inc./Fitchburg EMS, ("Ambulance Service"), located at PO Box 5, Leominster, MA 01453 and UMass Memorial Medical Center, Inc., located at 55 Lake Avenue North, Worcester, MA 01655 ("Hospital"). Ambulance Service and Hospital shall herein be referred to collectively as the "Parties" and individually as the "Party".

Witnesseth:

Whereas, the Department of Public Health's ("Department") EMS System regulations at 105 C.M.R. § 170.300, and its Hospital Licensure regulations, at 105 CMR 130.1502, require that an affiliation agreement exist between an ambulance service that provides EMS at an Advanced Life Support (ALS) level, and a hospital licensed to provide medical control service; and

Whereas, Ambulance Service desires to enter into an agreement with Hospital to govern its provision of pre-hospital ALS services by emergency medical technicians (EMTs) certified at the level required by the Department's Office of Emergency Medical Services; and

Whereas, Hospital has physicians on its medical staff who have privileges and are credentialed to provide emergency services, including on-line medical direction, at Hospital twenty-four hours per day, seven days per week, and meet the requirements of 105 CMR 130.1504; and

Whereas, Hospital is duly licensed in the Commonwealth of Massachusetts and desires and agrees to provide medical control services as described herein to EMTs who provide the ALS Services as employees of Ambulance Service.

Now, therefore, in consideration of the foregoing and the terms and conditions hereinafter contained, the Parties intending to be legally bound hereby mutually agree as follows:

I. With respect to the provision of ALS services:

A. THE AMBULANCE SERVICE AGREES:

- i. To staff ambulances assigned to provide ALS Paramedic or ALS Intermediate services, depending upon the level of ambulance service licensure, with EMTs fully trained and certified at the appropriate ALS level and in accordance with 105 CMR 170.305 (C) as follows:

Two (2) EMT-Paramedics

One (1) EMT-Paramedic and One (1) EMT-Basic or (1) EMT-Intermediate.

One (1) EMT-Intermediate or EMT-Paramedic and One (1) EMT-Basic (limited to providing ALS care to the Intermediate level).

Ambulance Service shall provide the Affiliate Hospital Medical Director with documentation to support the EMTs' authorization to practice as well as any disciplinary action taken by Ambulance Service.

- ii. To equip all ALS ambulances with communications, treatment and monitoring equipment required by the Department and Hospital in order to provide an appropriate level of emergency care.
- iii. To maintain such licenses and certifications as may be required to provide such ALS Services in the Commonwealth of Massachusetts. Ambulance Service shall provide Hospital with copies of its license to operate and its controlled substance registration.
- iv. To obtain those medications and controlled substances indicated in the Statewide Treatment Protocols from the Hospital in accordance with Hospital's policies and procedures, which are attached as Exhibit A to this Agreement. In furtherance of this objective, Ambulance Service agrees:
 - a. To provide Hospital with a copy of all patient care records for each patient transported to the Hospital and for which Ambulance Service seeks to replenish medications and/or linens.
 - b. To remit payment for medications provided to Ambulance Service by Hospital on a monthly basis as described herein and in accordance with the Ambulance Replenishment Price Sheet as set forth in Exhibit A attached hereto and made a part hereof.
 - c. To bill for such medications in accordance with applicable state and federal requirements.
 - d. To appropriately and securely store and administer medications in accordance with state and federal law.
 - e. That it will not resell restocked medications to another provider.
- v. To notify Hospital of all personnel changes involving ambulance personnel who will provide the ALS Services and to operate or arrange for a program for skill maintenance and review for EMS personnel. Ambulance Service shall require its personnel to participate in programs for skill maintenance and review.
- vi. To provide its Hospital with a copy of all ALS patient care records as requested.
- vii. To abide by the Statewide Treatment Protocols as amended from time to time, and in keeping with the Department regulations,

policies and administrative requirements regarding ambulance services.

- viii. To report to the Affiliate Hospital Medical Director [as required by 170.300(A)(10)], all relevant issues involving the performance of EMS personnel, including disciplinary action taken against any of its EMS personnel, in order to assure that such personnel have access to remediation, training and retraining, as necessary. Ambulance Service shall require its personnel to participate in remediation training and retraining, if recommended by the Medical Director for Ambulance Service.
- ix. To notify the Department in writing if any changes occur relative to the specific provisions of this Agreement.
- x. To provide Hospital with the identity of other hospitals with which Ambulance Service has an affiliation agreement and information about any duties and responsibilities of the other hospitals pursuant to those agreements.
- xi. To comply with the Quality Assurance Plan as promulgated by the affiliate hospital medical director.

B. THE HOSPITAL AGREES:

- i. To provide on-line medical direction in accordance with established Statewide Treatment Protocols by means of two-way radio or cellular phone, twenty four (24) hours per day, seven (7) days each week or during the hours that Ambulance Service shall be providing the ALS Services. Such medical direction may be delegated by Hospital to a physician on Hospital's medical staff or to physicians at another hospital. Hospital shall ensure that all field communication of emergency on-line medical direction is recorded by CMED, at the hospital or by other means.
- ii. To perform monthly reviews/rounds for those cases in which patient care records are requested by the Hospital from Ambulance Service in accordance with the Hospital's and Ambulance Service's Quality Improvement standards.
- iii. To oversee a program for skill maintenance and review for EMS personnel.
- iv. To designate an Affiliate Hospital Medical Director for the Ambulance Service in accordance with 105 CMR 130.1503 and 105 CMR 130.1504. The Affiliate Hospital Medical Director shall have authority over the clinical and patient care aspects of the Ambulance Service, including but not limited to, the authorization to practice of the staff of the Ambulance Service.

The Affiliate Hospital Medical Director and his/her designees shall:

- a. Ensure the clinical competency of the EMS personnel employed by Ambulance Service, including their authorization to practice and remedial education to EMS personnel found to be deficient in clinical practice.
 - b. Provide notification to the Department of any instance in which he suspends, revokes, or restricts in any manner, the authorization to practice of EMS personnel. Ensure that on-line medical direction is in conformance with the Statewide Treatment Protocols.
 - c. Provide appropriate orientation to all physicians who provide on-line medical direction pursuant to this Agreement.
 - d. Coordinate the Quality Assurance/Quality Improvement program in accordance with the Department's regulations and as described in this Agreement.
- v. To ensure that EMS personnel have access to remediation, training and retraining, as necessary.
 - vi. To restock medications for Ambulance Service, including appropriate Schedule 2, 4 and 6 medications utilized by Ambulance Service in the provision of services to patients as described herein and in accordance with the procedures outlined in Exhibit A.
 - vii. To bill Ambulance Service monthly for medications that Hospital restocks for Ambulance Service. Hospital will not bill patients or third party payors for medications restocked pursuant to this Agreement.

C. THE PARTIES AGREE:

- i. To abide by the Statewide Treatment Protocols and any Department of Public Health-approved regional or state Point of Entry plans.
- ii. To meet on a regular and ongoing basis or at the request of either Party, for consultation between medical, nursing and ambulance staff, to review and discuss various issues concerning the performance of ALS Services, including attendance at morbidity and mortality rounds and charts reviews.
- iii. To participate in an effective quality assurance/quality improvement program coordinated by the Medical Director in accordance with 105 CMR 170.300, 105 CMR 130.1502 and 105 CMR 1503, that includes participation by the on-line medical direction physician(s) in regular reviews of trip records and other statistical data in accordance with QA/QI standards and protocols in those cases in which ALS Services were provided. The Parties agree to meet quarterly or as needed.
- iv. To adopt a procedure that ensures a physician may maintain direct verbal contact with an EMT regarding a particular patient's

condition and order, when appropriate, the administration of a medication or treatment for that patient. Such physician or his or her designee shall sign the trip record documenting the patient's care and transport by the EMT.

- v. That medications and linens will be provided to Ambulance Service by Hospital in order to replenish Ambulance Service's supply following patient transports and when Ambulance Service needs to replace expired medications in accordance with Exhibit A. The Parties agree that the amount charged to the Ambulance Service for the medications shall be as described in Exhibit A. The Parties acknowledge that Ambulance Service provides on average at least three (3) emergency ambulance runs per week to Hospital. Pre-hospital care reports (Trip Reports) and documentation supporting medication restocking shall be maintained by the Hospital and Ambulance Service for a period of at least five (5) years.

- ii. **TERM:** The term of this Agreement shall be for no less than a one-year period, from September 1, 2013 to August 31, 2014, and may be renewed for additional periods of time by written agreement of the Parties. If the term exceeds two years, this Agreement will be reviewed at least every two years.
- iii. **Fees and Payments:** Ambulance Service shall pay Hospital \$10,000 per year for medical direction and medical control services as described in this Agreement. Payment shall be made annually to the Hospital and within 30 days of receipt of invoice. Ambulance Service shall pay Hospital for restocked medications on a monthly basis. Payment shall be made within 30 days of receipt of invoice.
- iv. **TERMINATION:** This Agreement may be terminated without cause by either Party upon thirty (30) days prior written notice to the other Party. This Agreement shall terminate immediately if either Party fails to maintain the required license, certificate or other forms of governmental approval required to perform services under this Agreement. Hospital may terminate this agreement immediately for patient care reasons.
- v. **ASSIGNMENT AND SUBCONTRACTING:** Ambulance Service shall not assign or in any way transfer any interest in this Agreement without the prior written consent of Hospital, nor shall it subcontract any services without the prior written approval of Hospital.
- vi. **NONDISCRIMINATION IN EMPLOYMENT:** The Parties agree to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including, but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.

- VII. **CHOICE OF LAW:** This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Parties agree to bring any federal or state legal proceedings arising under this Agreement in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties.
- VIII. **FORCE MAJEURE:** Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- IX. **COMPLIANCE WITH LAWS:** The Parties shall comply with all applicable federal and state laws, rules, regulations, ordinances, orders or requirements and any other regulatory or accreditation authority relating to the delivery of the ALS Services and other obligations specified in this Agreement. The Parties agree to execute any agreement that is necessary to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and any regulations implementing HIPAA.
- X. **INSURANCE:** The Parties hereby warrant that they shall carry and maintain, during the term of this Agreement, professional and public liability coverage as well as comprehensive general liability coverage in the amounts of at least \$1 million per occurrence and \$3 million as the annual aggregate. Each Party agrees to deliver evidence of such coverage, upon request, to the other Party.
- XI. **INDEMNIFICATION:** Each party shall indemnify, defend, and hold the other Party (including its officers and employees) harmless from all claims, loss, damage or injury of any kind or character (including, without limitation, attorney's fees and costs of defense) to any person or property caused by or arising from any negligence or any wrongful or willful misconduct of the indemnifying Party, its agents, contractors and/or employees; provided, however, that the indemnifying Party is notified of any claim within a reasonable period of time and after the other Party becomes aware of it, and the indemnifying Party is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the indemnifying Party without consent, not to be unreasonably withheld or delayed. The provisions of this Section shall survive termination of this Agreement.
- XII. **NOTICE:** Any notice provided for by this Agreement shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either delivered by

hand, sent by overnight courier, or sent by certified mail, return receipt requested, postage prepaid:

1. If to Hospital:
Victoria Diamond
Vice President
55 Lake Ave North
Worcester, MA 01655

2. If to Ambulance Service:
Mark R. Olson
Chief Operating Officer
62 Washington Street
Worcester, MA 01608

XII. AMENDMENT: No amendment to this Agreement shall be effective unless it is signed by authorized representatives of the Parties and complies with all other regulations and requirements of law.

XIII. WAIVER: The waiver by either Party of a breach of violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation thereof.

XIV. OTHER AGREEMENTS PERMITTED. Nothing contained herein shall prohibit either party from entering into additional affiliation agreements with any other parties.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized individuals indicated below, on the day and year first set forth above.

UMASS MEMORIAL MEDICAL CENTER, INC. AMBULANCE SERVICE


By: Patrick Muldoon, President


By: Gregory V. Melehov, President

9/10/13
Date: _____

9/5/13
Date: _____


Stacy Weisberg, MD
Affiliate Hospital Medical Director

Advanced Life Support Affiliation Agreement

This Agreement is made and entered into on the 1st day of July, 2012, between Wood's Ambulance, Inc., located at 457 Main St., Gardner, MA, and Heywood Hospital, located 242 Green St., Gardner, MA, and the Affiliate Hospital Medical Director. Ambulance Service and Hospital shall herein be referred to collectively as the "Parties" and individually as the "Party".

Witnesseth:

Whereas, the Department of Public Health's ("Department") EMS System regulations at 105 C.M.R. § 170.300, and its Hospital Licensure regulations, at 105 CMR 130.1502, require that an affiliation agreement exist between an ambulance service that provides EMS at an Advanced Life Support (ALS) level, and a hospital licensed to provide medical control service; and

Whereas, Ambulance Service desires to enter into an agreement with Hospital to govern its provision of pre-hospital ALS services by emergency medical technicians (EMTs) certified at the level required by the Department's Office of Emergency Medical Services; and

Whereas, Hospital has physicians on its medical staff who have privileges and are credentialed to provide emergency services, including on-line medical direction, at Hospital twenty-four hours per day, seven days per week, and meet the requirements of 105 CMR 130.1504; and

Whereas, Hospital is duly licensed in the Commonwealth of Massachusetts and desires and agrees to provide medical control services as described herein to EMTs who provide the ALS Services as employees of Ambulance Service.

Now, therefore, in consideration of the foregoing and the terms and conditions hereinafter contained, the Parties intending to be legally bound hereby mutually agree as follows:

- I. With respect to the provision of ALS services:
 - A. Wood's Ambulance, Inc. agrees:
 - i. To staff ambulances assigned to provide advanced life support service with Emergency Medical Technicians fully trained and oriented and certified in accordance with 105 CMR 170.305 (C) or in accordance with a Paramedic/Basic Staffing Waiver granted by the Commonwealth of Massachusetts Office of Emergency Medical Services. Ambulance Service shall provide the Affiliate Hospital Medical Director with documentation to support the EMTs' authorization to practice as well as any disciplinary action taken by Ambulance Service.

- ii. To equip all ALS ambulances with communications, treatment and monitoring equipment required by the Department and Hospital in order to provide an appropriate level of emergency care for which the ambulance service is licensed.
- iii. To maintain such licenses and certifications as may be required to provide such ALS Services in the Commonwealth of Massachusetts. Ambulance Service shall provide Hospital with copies of its license to operate and its controlled substance registration.
- iv. To obtain those medications and controlled substances indicated in the Statewide Treatment Protocols from the Hospital in accordance with Hospital's policies and procedures, which are attached this Agreement. In furtherance of this objective, Ambulance Service agrees:
 - a. To provide Hospital with a copy of all patient care records for each patient transported to the Hospital and for which Ambulance Service seeks to replenish medications and/or linens.
 - b. To remit payment for medications provided to Ambulance Service by Hospital on a monthly basis as described herein and in accordance with pharmacy policy Medication Supply to Ambulance Services. (policy attached)
 - c. To bill for such medications in accordance with applicable state and federal requirements.
 - d. To store and administer medications in accordance with state and federal law.
 - e. That it will not resell restocked medications to another provider.
- v. To notify Hospital of all changes involving ambulance personnel who will provide the ALS Services and to operate or arrange for a program for skill maintenance and review for EMS personnel. Ambulance Service shall require its personnel to participate in programs for skill maintenance and review including an initial 12 Lead Competency Test and Interfacility Transfer Class, both requiring a 2 year refresher. Personnel must also attend at least two M & M Rounds a year that are instructed by our Physician Liaison.
- vi. To provide the Hospital with a copy of all ALS patient care records as requested.
- vii. To abide by and review the Statewide Treatment Protocols as amended from time to time, and in keeping with the Department regulations, policies and administrative requirements regarding ambulance services.
- viii. To report to the Affiliate Hospital Medical Director [as required by 170.300(A)(10)], all relevant issues involving the performance of EMS personnel, including disciplinary action taken against any of its EMS personnel, in order to assure that such personnel have access to remediation, training and retraining, as necessary. Ambulance Service shall require its personnel to participate in remediation training and retraining, if recommended by the Medical Director for Ambulance Service.

- ix. To notify the Department in writing if any changes occur relative to the specific provisions of this Agreement.
- x. To provide Hospital with the identity of other hospitals with which Ambulance Service has an affiliation agreement and information about any duties and responsibilities of the other hospitals pursuant to those agreements.
- xi. To indemnify and hold harmless Hospital including their officers, directors, agents and employees against all liability, claims, damages, suits, demands, expenses and costs of every kind arising out of or as a result of Ambulance Service's breach of any term of this Agreement, and for the negligent acts, errors or omissions of its employees and agents in the performance of their services pursuant to this Agreement.
- xii. Ambulance service shall enforce new Paramedics to work full time at the Paramedic level with another Paramedic for the minimum of 1 year, becoming familiar with protocol and procedures, prior to working at the P/B or P/I level. Both Paramedic and EMT-B / EMT-I must also have completed the ALS/BLS Interface Class. The Paramedic shall also sign a "Letter of Confidence" stating his/her comfortability and accepting responsibility in this role.

B. THE HOSPITAL AGREES:

- i. To provide on-line medical direction in accordance with established Statewide Treatment Protocols by means of two-way radio or cellular phone, twenty four (24) hours per day, seven (7) days each week. Such medical direction will be provided by a Hospital-based physician. Hospital shall ensure that all field communication of emergency on-line medical direction is recorded by CMED, at the hospital or by other means.
- ii. To perform monthly reviews/rounds for those cases in which patient care records are requested by the Hospital from Ambulance Service in accordance with the Hospital's and Ambulance Service's Quality Improvement standards.
- iii. To oversee a program for skill maintenance and review for EMS personnel.
- iv. To designate an Affiliate Hospital Medical Director for the Ambulance Service in accordance with 105 CMR 130.1503 and 105 CMR 130.1504. The Affiliate Hospital Medical Director shall have authority over the clinical and patient care aspects of the Ambulance Service, including but not limited to, the authorization to practice, of the Ambulance Service staff.

The Affiliate Hospital Medical Director and his/her designees shall:

- a. Ensure the clinical competency of the EMS personnel employed by Ambulance Service, including their

- authorization to practice and remedial education to EMS personnel found to be deficient in clinical practice.
- b. Provide notification to the Department of any instance in which he suspends, revokes, or restricts in any manner, the authorization to practice of EMS personnel. Ensure that on-line medical direction is in conformance with the Statewide Treatment Protocols.
 - c. Provide appropriate orientation to all physicians who provide on-line medical direction pursuant to this Agreement.
 - d. Coordinate the Quality Assurance/Quality Improvement program in accordance with the Department's regulations and as described in this Agreement.
- v. To ensure that EMS personnel have access to remediation, training and retraining, as necessary.
 - vi. To restock medications for Ambulance Service, including appropriate Schedule 2 thru 6 medications utilized by Ambulance Service in the provision of services to patients as described herein and in accordance with the procedures outlined in the Medication Supply to Ambulance Services Policy.
 - vii. To bill Ambulance Service for medications that Hospital restocks for Ambulance Service. Hospital will not bill patients or third party payors for medications restocked pursuant to this Agreement.

C. THE PARTIES AGREE:

- i. To abide by the Statewide Treatment Protocols and any Department of Public Health-approved regional or state Point of Entry plans.
- ii. To meet on a regular and ongoing basis or at the request of either Party, for consultation between medical, nursing and ambulance staff, to review and discuss various issues concerning the performance of ALS Services, including attendance at morbidity and mortality rounds and charts reviews.
- iii. To participate in an effective quality assurance/quality improvement program coordinated by the Medical Director in accordance with 105 CMR 170.300, 105 CMR 130.1502 and 105 CMR 1503, that includes participation by the on-line medical direction physician(s) in regular reviews of trip records and other statistical data in accordance with QA/QI standards and protocols in those cases in which ALS Services were provided. The Parties agree to meet quarterly or as needed.
- iv. To adopt a procedure that ensures a physician may maintain direct verbal contact with an EMT regarding a particular patient's condition and order, when appropriate, the administration of a medication or treatment for that patient. Such physician or his or her designee shall sign the trip record documenting the patient's care and transport by the EMT.

- v. That medications and linens will be provided to Ambulance Service by Hospital in order to replenish Ambulance Service's supply following patient transports and when Ambulance Service needs to replace expired medications in accordance with pharmacy policy. The Parties agree that the amount charged to the Ambulance Service for the medications shall be as described in the Medication Supply to Ambulance Services policy. The Parties acknowledge that Ambulance Service provides on average at least three (3) emergency ambulance Pre-Hospital Care Records (PCR's) per week to Hospital. PCR's and documentation supporting medication restocking shall be maintained by the Hospital and Ambulance Service for a period of at least five (5) years.
- II. **TERM:** The term of this Agreement shall be for no less than a one-year period, from July 1, 2012 to July 1, 2013 and may be renewed for additional periods of time by written agreement of the Parties. If the term exceeds two years, this Agreement will be reviewed at least every two years.
- III. **Fees and Payments:** Ambulance Service shall pay Hospital \$4,000.00 per year for medical direction and medical control services as described in this Agreement. Payment shall be made quarterly to the Hospital and within 30 days of receipt of invoice. Ambulance Service shall pay Hospital for restocked medications on a monthly basis. Payment shall be made within 30 days of receipt of invoice.
- IV. **TERMINATION:** This Agreement may be terminated without cause by either Party upon thirty (30) days prior written notice to the other Party. This Agreement shall terminate immediately if either Party fails to maintain the required license, certificate, or other forms of governmental approval required to perform services under this Agreement. Hospital may terminate this agreement immediately for patient care reasons.
- V. **ASSIGNMENT AND SUBCONTRACTING:** Ambulance Service shall not assign or in any way transfer any interest in this Agreement without the prior written consent of Hospital, nor shall it subcontract any services without the prior written approval of Hospital.
- VI. **NONDISCRIMINATION IN EMPLOYMENT:** The Parties agree to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including, but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.
- VII. **CHOICE OF LAW:** This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Parties agree to bring any federal or state legal proceedings arising under this Agreement in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties.

- VIII. **FORCE MAJEURE:** Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- IX. **COMPLIANCE WITH LAWS:** The Parties shall comply with all applicable federal and state laws, rules, regulations, ordinances, orders or requirements and any other regulatory or accreditation authority relating to the delivery of the ALS Services and other obligations specified in this Agreement. The Parties agree to execute any agreement that is necessary to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and any regulations implementing HIPAA.
- X. **INSURANCE:** The Parties hereby warrant that they shall carry and maintain, during the term of this Agreement, professional and public liability coverage as well as comprehensive general liability coverage in the amounts of at least \$1 million per occurrence and \$3 million as the annual aggregate. Each Party agrees to deliver evidence of such coverage, upon request, to the other Party.
- XI. **NOTICE:** Any notice provided for by this Agreement shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either delivered by hand, sent by overnight courier, or sent by certified mail, return receipt requested, postage prepaid:
1. If to Hospital:

Dr. Ellen Ray
Heywood Hospital
242 Green St.,
Gardner, MA. 01441
 2. If to Ambulance Service:

James A. Wood, EMT-I
Wood's Ambulance, Inc.
457 Main St.,
Gardner, MA. 01441
- XII. **AMENDMENT:** No amendment to this Agreement shall be effective unless it is signed by authorized representatives of the Parties and complies with all other regulations and requirements of law.

- XIII. WAIVER: The waiver by either Party of a breach of violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation thereof.
- XIV. OTHER AGREEMENTS PERMITTED. Nothing contained herein shall prohibit either party from entering into additional affiliation agreements with any other parties.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized individuals indicated below, on the day and year first set forth above.

Heywood Hospital and Wood's Ambulance, Inc.

Hospital President/CEO WSM 7/2/12
Signature Date

Affiliate Hospital Medical Director Ellen Ray 7/2/12
Signature Date

James A. Wood, EMT-I
President/CEO
Wood's Ambulance, Inc. James A. Wood 7/9/2012
Signature Date

Ellen Ray
Physician Liaison for Quality
Assurance and Improvement Ellen Ray 7/2/12
Signature Date

Wood's Ambulance Inc.

457 Main Street □ Gardner, MA 01440 □ 978-682-0552 □ Fax: 978-680-2714

Basic Life Support Memorandum of Agreement

This Agreement made and entered into on the 1st day of July, 2012, between Wood's Ambulance, Inc. herein known as "the Service" and Heywood Hospital hereinafter known as "the Hospital".

Preamble:

- In accordance with the Commonwealth of Massachusetts Department of Public Health's Regulations 105 CMR 170.330 (C): Each Service that has its EMS personnel administer any medications authorized by and in accordance with the Statewide Treatment Protocols shall maintain a current Memorandum of Agreement with a Hospital or Hospital consortium, if it does not already have an Affiliation Agreement pursuant to 105 CMR 170.300. The Memorandum of Agreement shall address acquisition and replacement of each of the medications used by Service EMS personnel, quality assurance, treatment protocols, training, record keeping, shelf-life of the medication and proper storage, security and disposal conditions; and
- The Service is licensed to provide prehospital Basic Life Support (BLS) Emergency Medical Services (EMS), and its Emergency Medical Technicians (EMTs) are certified by the Massachusetts Department of Public Health's Office of Emergency Medical Services (MDPH/OEMS), at a minimum, to the BLS level; and
- The Hospital is equipped and committed to providing medical oversight Services for the provision of pre-Hospital BLS care as described herein; and
- This Agreement is in place for the purposes of the following medications and skills as indicated by the initials of both parties:

ER [Signature]
Initial Initial Medication administration in accordance with
established Massachusetts EMS Prehospital
Treatment Protocols including, but not limited to,
Aspirin, Epinephrine Auto-injector, and assisted
medications (e.g., prescribed inhalers, nitroglycerin)

ER Ray ^{MD} Assisted Albuterol for Known Asthmatics/COPD Initial
Initial according to special MDPH/OEMS requirements

ER Ray Nasal Narcan for Known Opiate Overdoses Initial
Initial according to special MDPH/OEMS requirements

ER Ray Glucose Monitoring according to Initial
Initial MDPH/OEMS Administrative Requirement 5-520

THE PARTIES AGREE AS FOLLOWS:

The Service Agrees:

1. To comply with the Department's Drug Control Program regulations, at 105 CMR 700.000.
2. To ensure that all EMTs have completed training for the medications/skills initialed in this Agreement consistent with the applicable MDPH/OEMS EMS Prehospital Treatment Protocols, Administrative Requirement, or Advisory and maintain training records for review by the Department and/or Hospital Medical Director.
3. To allow only those EMTs authorized by the Hospital medical director to administer medications/skills initialed in this Agreement while employed by the Service.
4. To ensure that all EMTs document on their trip records any administration or assisting of medications or utilization of skills as initialed in this Agreement.
5. To conduct ongoing quality assurance/quality improvement (QA/QI) for assessing EMT competency, collect data and perform chart reviews, and submit reports to the Department and/or Hospital Medical Director upon request. The EMT Basic will also attend at least 2 M & M rounds each year instructed by the Physician Liaison.
6. To establish and ensure strict adherence to written policies for compliance with shelf-life, proper storage, disposal and security of medications.
7. To adhere to the Hospital's policies and procedures for the acquisition and replacement of medications from the hospital pharmacy.
8. To participate in all quality assurance measures established by the Hospital and the Medical Director, including at least 2 M & M Rounds a year.

If Glucose Monitoring is initialed in this Agreement:

9. To ensure strict adherence to blood borne pathogen policies and procedures, including universal precautions, sharps disposal and reporting requirements currently defined by the Department.
10. To conduct, at a minimum, a yearly review of training and competency in Glucose Monitoring.

11. To use a Glucose Monitoring device that is:
 - a) approved by the U.S. Food and Drug Administration (FDA);
 - b) utilizes capillary action;
 - c) measures whole blood;
 - d) uses one-time lancet;
 - e) uses small specimen size to decrease the risk of blood borne pathogen exposure, and;
 - f) requires minimal calibration and cleaning
12. To ensure strict adherence to the use, care, and cleaning of the Glucose Monitoring device and to run controls, where applicable, all in accordance with the manufacturers' instructions.
13. To abide by any federal Clinical Laboratories Improvement Amendments (CLIA) requirements as mandated for the use of Glucose Monitoring devices.

The Hospital Agrees:

1. To identify a Medical Director to provide medical oversight for medication administration/skills initialed in this Agreement.
2. To approve medication administration training programs consistent with the applicable MDPH/OEMS EMS Prehospital Treatment Protocols, Administrative Requirement, or Advisory.
3. To identify a Medical Director who authorizes EMTs employed by the Service to administer medications/skills initialed in this Agreement.
4. To identify a Medical Director who will participate in ongoing quality assurance/quality improvement (QA/QI) for assessing EMT competency.
5. To identify a Medical Director who shall be responsible for ensuring appropriate training and competency of all EMTs using Glucose Monitoring, if initialed in this Agreement.
6. To provide the Service with policies and procedures for the acquisition and replacement of medications from the hospital's pharmacy.
7. To provide on-line medical direction by an Emergency Department physician to the Service in accordance with the Department of Public Health Statewide Pre-Hospital Treatment Protocols for the administration of medication at the Basic Life Support Level.

Both Parties Agree:

1. To be responsive to the other party's concerns and needs, acting in a timely manner to resolve all problems and meet reasonable needs.
2. To review this document at least biennially, and make any updates necessary to ensure it is consistent with current regulations.

3. To notify the Department of Public Health's Office of Emergency Medical Services in writing should any changes occur altering the specifics of this Agreement.

Term:

This Agreement shall expire no later than 24 months from the date of this Agreement was entered into, as reflected on the first page herein, or on the 1st day of July, 2014.

Early Termination:

This Agreement may be terminated prior to the expiration date agreed to herein by either the Hospital or the Service, with a sixty (60) day written notice, with/without cause.

WINFIELD S. BRAUN
Hospital Chief Executive Officer
(Please print legibly)

WB
Signature

7/2/12
Date

Ellen M. Rogers
Affiliate Hospital Medical Director
(Please print legibly)

EM Rogers
Signature

7/2/12
Date

JAMES A. WOOD
Service Chief Executive Officer
(Please print legibly)

James A. Wood
Signature

7/9/2012
Date

Advanced Life Support Affiliation Agreement

This Agreement is made and entered into on the 1st day of July, 2013, between Wood's EMS, Inc., located at 457 Main St., Gardner, MA, and Heywood Hospital, located 242 Green St., Gardner, MA, and the Affiliate Hospital Medical Director. Ambulance Service and Hospital shall herein be referred to collectively as the "Parties" and individually as the "Party".

Witnesseth:

Whereas, the Department of Public Health's ("Department") EMS System regulations at 105 C.M.R. § 170.300, and its Hospital Licensure regulations, at 105 CMR 130.1502, require that an affiliation agreement exist between an ambulance service that provides EMS at an Advanced Life Support (ALS) level, and a hospital licensed to provide medical control service; and

Whereas, Ambulance Service desires to enter into an agreement with Hospital to govern its provision of pre-hospital ALS services by emergency medical technicians (EMTs) certified at the level required by the Department's Office of Emergency Medical Services; and

Whereas, Hospital has physicians on its medical staff who have privileges and are credentialed to provide emergency services, including on-line medical direction, at Hospital twenty-four hours per day, seven days per week, and meet the requirements of 105 CMR 130.1504; and

Whereas, Hospital is duly licensed in the Commonwealth of Massachusetts and desires and agrees to provide medical control services as described herein to EMTs who provide the ALS Services as employees of Ambulance Service.

Now, therefore, in consideration of the foregoing and the terms and conditions hereinafter contained, the Parties intending to be legally bound hereby mutually agree as follows:

- I. With respect to the provision of ALS services:
 - A. Wood's EMS, Inc. agrees:
 - i. To staff ambulances assigned to provide advanced life support service with Emergency Medical Technicians fully trained and oriented and certified in accordance with 105 CMR 170.305 Ambulance Service shall provide the Affiliate Hospital Medical Director with documentation to support the EMTs' authorization to practice as well as any disciplinary action taken by Ambulance Service.
 - ii. To equip all ALS ambulances with communications, treatment and monitoring equipment required by the Department and Hospital in order to provide an appropriate level of emergency care for which the ambulance service is licensed.
 - iii. To maintain such licenses and certifications as may be required to provide such ALS Services in the Commonwealth of Massachusetts.

- Ambulance Service shall provide Hospital with copies of its license to operate and its controlled substance registration.
- iv. To obtain those medications and controlled substances indicated in the Statewide Treatment Protocols from the Hospital in accordance with Hospital's policies and procedures, which are attached this Agreement. In furtherance of this objective, Ambulance Service agrees:
 - a. To provide Hospital with a copy of all patient care records for each patient transported to the Hospital and for which Ambulance Service seeks to replenish medications and/or linens.
 - b. To remit payment for medications provided to Ambulance Service by Hospital on a monthly basis as described herein and in accordance with pharmacy policy Medication Supply to Ambulance Services. (policy attached)
 - c. To bill for such medications in accordance with applicable state and federal requirements.
 - d. To store and administer medications in accordance with state and federal law.
 - e. That it will not resell restocked medications to another provider.
 - v. To notify Hospital of all changes involving ambulance personnel who will provide the ALS Services and to operate or arrange for a program for skill maintenance and review for EMS personnel. Ambulance Service shall require its personnel to participate in programs for skill maintenance and review including an initial 12 Lead Competency Test and Interfacility Transfer Class, both requiring a 2 year refresher. Personnel must also attend at least 2 M & M Rounds a year that are instructed by our Physician Liasion.
 - vi. To provide the Hospital with a copy of all ALS patient care records as requested.
 - vii. To abide by the Statewide Treatment Protocols as amended from time to time, and in keeping with the Department regulations, policies and administrative requirements regarding ambulance services.
 - viii. To report to the Affiliate Hospital Medical Director [as required by 170.300(A)(10)], all relevant issues involving the performance of EMS personnel, including disciplinary action taken against any of its EMS personnel, in order to assure that such personnel have access to remediation, training and retraining, as necessary. Ambulance Service shall require its personnel to participate in remediation training and retraining, if recommended by the Medical Director for Ambulance Service.
 - ix. To notify the Department in writing if any changes occur relative to the specific provisions of this Agreement.
 - x. To provide Hospital with the identity of other hospitals with which Ambulance Service has an affiliation agreement and information about any duties and responsibilities of the other hospitals pursuant to those agreements.
 - xi. To indemnify and hold harmless Hospital including their officers, directors, agents and employees against all liability, claims, damages, suits, demands, expenses and costs of every kind arising

out of or as a result of Ambulance Service's breach of any term of this Agreement, and for the negligent acts, errors or omissions of its employees and agents in the performance of their services pursuant to this Agreement.

- xii. Ambulance service shall enforce new Paramedics to work full time at the Paramedic level with another Paramedic for the minimum of 1 year, becoming familiar with protocol and procedures, prior to working at the P/B or P/I level. Both Paramedic and EMT-B / EMT-I must also have completed the ALS/BLS Interface Class. The Paramedic shall also sign a "Letter of Confidence" stating his/her comfortability and accepting responsibility in this role.

B. THE HOSPITAL AGREES:

- i. To provide on-line medical direction in accordance with established Statewide Treatment Protocols by means of two-way radio or cellular phone, twenty four (24) hours per day, seven (7) days each week. Such medical direction will be provided by a Hospital-based physician. Hospital shall ensure that all field communication of emergency on-line medical direction is recorded by CMED, at the hospital or by other means.
- ii. To perform monthly reviews/rounds for those cases in which patient care records are requested by the Hospital from Ambulance Service in accordance with the Hospital's and Ambulance Service's Quality Improvement standards.
- iii. To oversee a program for skill maintenance and review for EMS personnel.
- iv. To designate an Affiliate Hospital Medical Director for the Ambulance Service in accordance with 105 CMR 130.1503 and 105 CMR 130.1504. The Affiliate Hospital Medical Director shall have authority over the clinical and patient care aspects of the Ambulance Service, including but not limited to, the authorization to practice, of the Ambulance Service staff.

The Affiliate Hospital Medical Director and his/her designees shall:

- a. Ensure the clinical competency of the EMS personnel employed by Ambulance Service, including their authorization to practice and remedial education to EMS personnel found to be deficient in clinical practice.
- b. Provide notification to the Department of any instance in which he suspends, revokes, or restricts in any manner, the authorization to practice of EMS personnel. Ensure that on-line medical direction is in conformance with the Statewide Treatment Protocols.
- c. Provide appropriate orientation to all physicians who provide on-line medical direction pursuant to this Agreement.
- d. Coordinate the Quality Assurance/Quality Improvement program in accordance with the Department's regulations and as described in this Agreement.

- v. To ensure that EMS personnel have access to remediation, training and retraining, as necessary.
- vi. To restock medications for Ambulance Service, including appropriate Schedule 2 thru 6 medications utilized by Ambulance Service in the provision of services to patients as described herein and in accordance with the procedures outlined in the Medication Supply to Ambulance Services Policy.
- vii. To bill Ambulance Service for medications that Hospital restocks for Ambulance Service. Hospital will not bill patients or third party payors for medications restocked pursuant to this Agreement.

C. THE PARTIES AGREE:

- i. To abide by the Statewide Treatment Protocols and any Department of Public Health-approved regional or state Point of Entry plans.
- ii. To meet on a regular and ongoing basis or at the request of either Party, for consultation between medical, nursing and ambulance staff, to review and discuss various issues concerning the performance of ALS Services, including attendance at morbidity and mortality rounds and charts reviews.
- iii. To participate in an effective quality assurance/quality improvement program coordinated by the Medical Director in accordance with 105 CMR 170.300, 105 CMR 130.1502 and 105 CMR 1503, that includes participation by the on-line medical direction physician(s) in regular reviews of trip records and other statistical data in accordance with QA/QI standards and protocols in those cases in which ALS Services were provided. The Parties agree to meet quarterly or as needed.
- iv. To adopt a procedure that ensures a physician may maintain direct verbal contact with an EMT regarding a particular patient's condition and order, when appropriate, the administration of a medication or treatment for that patient. Such physician or his or her designee shall sign the trip record documenting the patient's care and transport by the EMT.
- v. That medications and linens will be provided to Ambulance Service by Hospital in order to replenish Ambulance Service's supply following patient transports and when Ambulance Service needs to replace expired medications in accordance with pharmacy policy. The Parties agree that the amount charged to the Ambulance Service for the medications shall be as described in the Medication Supply to Ambulance Services policy. The Parties acknowledge that Ambulance Service provides on average at least three (3) emergency ambulance Pre-Hospital Care Records (PCR's) per week to Hospital. PCR's and documentation supporting medication restocking shall be maintained by the Hospital and Ambulance Service for a period of at least five (5) years.

- II. **TERM:** The term of this Agreement shall be for no less than a one-year period, from July 1, 2013 to July 1, 2014 and may be renewed for additional periods of

time by written agreement of the Parties. If the term exceeds two years, this Agreement will be reviewed at least every two years.

- III. **Fees and Payments:** Ambulance Service shall pay Hospital for restocked medications on a monthly basis. Payment shall be made within 30 days of receipt of invoice.
- IV. **TERMINATION:** This Agreement may be terminated without cause by either Party upon thirty (30) days prior written notice to the other Party. This Agreement shall terminate immediately if either Party fails to maintain the required license, certificate, or other forms of governmental approval required to perform services under this Agreement. Hospital may terminate this agreement immediately for patient care reasons.
- V. **ASSIGNMENT AND SUBCONTRACTING:** Ambulance Service shall not assign or in any way transfer any interest in this Agreement without the prior written consent of Hospital, nor shall it subcontract any services without the prior written approval of Hospital.
- VI. **NONDISCRIMINATION IN EMPLOYMENT:** The Parties agree to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including, but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.
- VII. **CHOICE OF LAW:** This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Parties agree to bring any federal or state legal proceedings arising under this Agreement in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any other legal rights of the Parties.
- VIII. **FORCE MAJEURE:** Neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the Party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- IX. **COMPLIANCE WITH LAWS:** The Parties shall comply with all applicable federal and state laws, rules, regulations, ordinances, orders or requirements and any other regulatory or accreditation authority relating to the delivery of the ALS Services and other obligations specified in this Agreement. The Parties agree to execute any agreement that is necessary to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and any regulations implementing HIPAA.

Heywood Hospital and Wood's EMS, Inc.

Winfield S. Brown
Hospital President/CEO

WSB
Signature

6/10/15
Date

Dr. Steven Yerid
Affiliate Hospital Medical Director

Steven Yerid
Signature

6/18/13
Date

Jennifer L. Wood
President/CEO
Wood's EMS, Inc.

Jennifer L. Wood
Signature

6/7/2013
Date

Ellen Ray
Physician Liaison for Quality
Assurance and Improvement

Ellen Ray
Signature

6/19/13
Date

- X. **INSURANCE:** The Parties hereby warrant that they shall carry and maintain, during the term of this Agreement, professional and public liability coverage as well as comprehensive general liability coverage in the amounts of at least \$1 million per occurrence and \$3 million as the annual aggregate. Each Party agrees to deliver evidence of such coverage, upon request, to the other Party.
- XI. **NOTICE:** Any notice provided for by this Agreement shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either delivered by hand, sent by overnight courier, or sent by certified mail, return receipt requested, postage prepaid:
1. If to Hospital:

Dr. Ellen Ray
Heywood Hospital
242 Green St.,
Gardner, MA. 01441
 2. If to Ambulance Service:

Jennifer L. Wood
Wood's EMS, Inc.
457 Main St.,
Gardner, MA. 01441
- XII. **AMENDMENT:** No amendment to this Agreement shall be effective unless it is signed by authorized representatives of the Parties and complies with all other regulations and requirements of law.
- XIII. **WAIVER:** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation thereof.
- XIV. **OTHER AGREEMENTS PERMITTED.** Nothing contained herein shall prohibit either party from entering into additional affiliation agreements with any other parties.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized individuals indicated below, on the day and year first set forth above.

PART H

City of Gardner's Operational Plan:

Gardner EMS's two dedicated ambulances to the city are co-located with the Gardner Fire Department's headquarters centrally located at 70 City Hall Avenue. All 911 calls in the city are received at the city's primary PSAP located at the Gardner Police Department. This communication center is staffed by civilian dispatchers who are EMD trained. The dispatcher receiving the call immediately notifies the Gardner Fire Department dispatcher if the caller requires EMS. The Gardner Fire Department dispatches an appropriate level EMS response based on the information received from the Gardner Police Department and the Priority Call Guidelines indicated in the Region II Communications Plan.

The Gardner Police Department's dispatcher stays on the phone with the caller to provide pre-arrival instructions using the PowerPhone EMD system. The Gardner Police Department responds with a police officer and AED for all medical calls as available. The call is not ended with the caller until an EMS resource has made contact with the patient.

In the meantime, the Gardner Fire Department dispatcher simultaneously dispatches the primary ambulance service via tone alert and radio along with fire department resources as dictated by the nature of the call. The Gardner Fire Department responds to all priority 1 & 2 medical calls and/or as requested by Gardner EMS, and to all motor vehicle and fire-related calls.

The primary ambulance service and fire department monitor the police radio frequency for direct updates and additional information while also monitoring the fire radio. The primary ambulance service and fire resources update the fire department's dispatcher with status updates throughout the call.

If the primary ambulance service is unavailable, Gardner Fire Dispatch will activate an available ambulance (MedStar or Woods) located within the city. Gardner Fire dispatchers have the ability to view and track on their dispatch console, in real-time, all Gardner EMS vehicles and any MedStar Ambulance vehicles operating within the city as a back-up to the primary vehicles. This technology allows the dispatcher to utilize the closest appropriate available resource for the call. In the event that no Gardner based ambulances are available, the fire dispatcher will call for a mutual aid (backup) ambulance from a neighboring community based on established mutual aid agreements.

In compliance with 105 CMR 170.355 (B)(4) When an ambulance service other than the primary ambulance service receives a call to provide primary ambulance response that is not pursuant to a provider contract and a service zone agreement, it must *immediately* refer the call to the primary ambulance service by calling 911. In the interest of public safety, the service referring the call shall not provide a dual EMS response.

Patients will be transported to the closest appropriate hospital or to specialty hospitals in accordance with MDPH approved state and regional Point-of-Entry Plans (e.g., stroke, trauma, and specific cardiac cases).

The Greenwood Memorial Swimming Pool and Dunn State Park is staffed with lifeguards who are defined as First Responders in MA EMS regulations. Their response is limited to initiating basic first aid at the pool within their scope of training. On-duty lifeguards call 911 for emergencies as needed.

SERVICE ZONE AGREEMENT

AGREEMENT dated as of August 1, 2014, by and between Gardner EMS (the Primary Ambulance Service" or "PAS") AND Woods Ambulance Service, Inc. ("Contracted Ambulance Service" or "CAS").

WHEREAS, PAS is the designated primary ambulance service (as that term is used in 105 CMR 170.000 as amended from time to time "the "OEMS Regulations") for the municipality of Gardner, Massachusetts (the "Municipality");

WHEREAS, CAS has notified Municipality, in accordance with 105 CMR 170.248, that it holds contracts for primary ambulance response (as defined in the OEMS Regulations) with facilities located within the geographic boundaries of Municipality (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Gardner has adopted a service zone plan (the "Service Zone Plan") in compliance with the OEMS Regulations; and

WHEREAS, PAS and CAS desire to cooperate in the coordination of dispatch and response of ambulance and EFR resources (where applicable) in accordance with the OEMS Regulations and the Service Zone Plan adopted pursuant thereto;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following:

1. CAS shall provide primary ambulance response to its Contracted Facilities.
2. In the event that CAS determines that, with respect to a request for primary ambulance response from a Contracted Facility, it cannot satisfy the applicable response time standard contained in the Municipality's Service Zone Plan, it will notify PAS.
3. The parties acknowledge and agree that, pursuant to the OEMS Regulations (specifically, 105 CMR 170.355 (B) (1) and 105 CMR 170.510 (D) (3) (f), other than as specifically provided herein, CAS is not required to notify PAS or the Municipality's designated EFR Service (as defined in the OEMS Regulations) of any call received from its Contracted Facilities.
4. CAS shall provide notice to PAS from time to time of any additions to, or deletions from, the list of Contracted Providers attached hereto as Exhibit A.
5. Notice. Whenever, by the terms of the Agreement, notice is to be given by one of the parties to the other, such notice shall be in writing and shall be deemed to be received by the intended recipient (i) when delivered personally, (ii) the day following delivery to a nationally recognized overnight courier service with proof of delivery, or (iii) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth as follows or

such other address or addresses as may from time to time hereafter be designated by the parties, respectively, by like notices. The addresses referenced above are as follows:

Primary Ambulance Service: Gardner EMS
PO Box 5
Leominster, MA 01453
Attn: Mark R. Olson, EVP/COO

with a copy to: MedStar Ambulance, Inc.
PO Box 5
Leominster, MA 01453
Attn: Nicholas Melchov, VP

Contracted Ambulance Service: Woods Ambulance Service, Inc.
457 Main Street
Gardner, MA 01440
Attn: Jennifer Wood

with a copy to: Woods Ambulance Service, Inc.
457 Main Street
Gardner, MA 01440
Attn: James Wood

7. Waiver. The failure to insist upon strict compliance with any of the terms, covenants or conditions contained herein shall not be deemed a waiver of such terms, covenants and conditions, nor shall any waiver or relinquishment of any right at any one or more times be deemed a waiver or relinquishment of such right at any other time or times.

8. Governing Law. The parties agree that this Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts to the fullest extent permitted by law, without regard to the application of conflict of laws rules. If any portion or provision hereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such portion or provisions in circumstances other than those in which it is held invalid or unenforceable, shall not be affected thereby, and each portion or provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

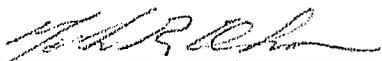
9. Merger. This instrument contains the entire agreement between the parties in respect to its subject matter and supersedes any agreements or arrangements made prior to the date hereof.

10. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized Officers of the parties hereto affix their signatures below and execute this Agreement Under seal as of the date first set forth above in this Agreement.

PRIMARY AMBULANCE SERVICE:

Gardner EMS

By: 
Mark R. Olson
Executive Vice President - COO
Hereunto Duly Authorized

CONTRACTED AMBULANCE SERVICE:

Woods Ambulance service, Inc.

By: 
(Name) Jennifer Wood
(Title) General Manager
Hereunto Duly Authorized

EXHIBIT A

Woods Ambulance service, Inc. contracted facilities:

- Genesis Health/Wachusett Manor
- Gardner Rehabilitation & Nursing Center
- GVNA Health care Inc. (Adult Day)
- North Central Correctional Institution
- Cataract & Laser Center (D' Ambrosio Eye Care)

PART J

Procedures for Delivery of Trip Records and Unprotected Exposure Forms

105 CMR 170.510 (J): Explain the procedures the service zone will require for coordinate getting required EMS call documentation – Trip records and, when applicable, unprotected exposure forms – to receiving health care facilities.

Under **105 CMR 170.345(C)** of the EMS regulations, EMTs who transport the patient to the hospital deliver the trip record and any unprotected exposure forms directly to the hospital with the patient or as soon as practicable thereafter.

However, those EMS personnel who are at the scene but do not transport the patients still need to prepare trip records and, when the circumstances apply, unprotected exposure form(s), and get these to the hospital timely.

How they do that – how submission of all EMS responders' paperwork to the receiving hospital gets coordinated – is in accordance with procedures set out in the service zone plan.

City of Gardner's Procedures for the Delivery of Trip Records:

All services transporting patients from the city of Gardner, regardless of the patient care reporting (PCR) format, must leave a copy of the trip record at the hospital at the time of transport or as immediately practicable thereafter during extenuating circumstances.

Specifically, Gardner EMS and MedStar Ambulance utilize the Zoll ePCR on a Toughbook computer. The ePCR is automatically faxed, using a dedicated fax server, to the receiving facility upon completion of the ePCR by the crew. Woods Ambulance utilizes the Ambulance Information System (AIM) ePCR software on a Toughbook computer and leave a copy of the ePCR with the receiving facility.

City of Gardner's Procedures for Unprotected Exposure Forms:

Each service operating in Gardner must complete the standard state's unprotected exposure form when an employee experiences an unprotected exposure. One copy of the form is left at the receiving facility and one copy is provided to the Designated Infection Control Officer (DICO) for the service.

This reporting system is governed by Massachusetts General Law c. 111, ss111C and DPH regulations, 105 CMR 172.000.

PART J

Ambulance service zone agreements attached Yes No (pending)

Service Zone Agreement between Gardner EMS and Wood's Ambulance for the following facilities:

- Genesis Health/Wachusett Manor
- Gardner Rehabilitation & Nursing Center
- GVNA Health Care Inc. (Adult Day)
- North Central Correctional Institution
- Cataract & Laser Center (D'Ambrosio Eye Care)

Existing plan attached Yes No

NOTES:

1. Please submit with this application, the service zone agreements, if any, for ambulance services with provider contracts that include providing primary ambulance response in the service zone. Under the regulations, 105 CMR 170.249, the local jurisdiction(s) must ensure that service zone agreements are signed between the designated primary ambulance service for the service zone, and any ambulance service providing primary ambulance response in the service zone pursuant to a provider contract.
2. Please remember that once this application has been completed, you must submit it to your EMS regional council for evaluation. A contact list for EMS regional councils is found on our website at www.mass.gov/dph/oems/region/region.htm. You will find there a map of the Commonwealth, divided by regions, as well as contact information for each of the regional directors.
3. If the service zone has an existing plan that satisfies the information requested in this section regarding how EMS is provided in the service zone, please attach to this application.

For updates on this application, please login to the OEMS website at:
<http://www.state.ma.us/dph/oems>.