# EMS SERVICE ZONE PLAN APPLICATION

# BOSTON, MASSACHUSETTS



REGIONAL OFFICAL USE ONLY

Plan Date	Plan Reviewed	Plan Returned with	Recommended
Received		Recommendations	To OEMS
7/5/06	7/7/06-10/2/06	10/2/06	3/2/07

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Plan Date Received	Reviewed By	Plan Approved	Plan Returned with Recommendations	Plan Updated
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## Boston, Massachusetts

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#### **PART A: Service Zone Identification**



# MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH OFFICE OF EMERGENCY MEDICAL SERVICES

#### **SERVICE ZONE PLAN APPLICATION TEMPLATE**

Boston Emergency Medica	al Services	<b>\</b>	7/18/2016		
Agency Name Date					
Identify the local jurisdiction(s)	in the service	e zone: <b>Bost</b>	on, Massachusetts		
I have read this application in its complete, accurate and true, Sign	entirety and	that the info			
Authorized Signature	Tane	e Ha	olay		
	James H	ooley, Chi	ef of Department		
Agency Location					
785 Albany Street			*		
Street Address: Number, Name, Type	, Unit #	. *			
Boston		MA	02118		
City/Town		State	Zip		
617 - 343 - 2367		617	343 - 1199		
Phone: Area Code, Number, Extension	n	Fax: Area Co	ode, Number, Extension		
ServiceZone@BostonEMS	.org				
Primary Email Address		1			
Name of Agency Contact					
Brendan	Kearn	ΑV	Superintendent in Chief		
Name: First MI		<u>-1</u>	Title		
785 Albany Street					
Street Address: Number, Name, Type	, Unit #				
Boston		MA	02118		
City/Town		State	Zip		
617 - 343 - 2367		617 -	343 - 1199		
Phone: Area Code, Number, Extension	n	Fax: Area Co	ode, Number, Extension		
Kearney@BostonEMS.org					

### Signature Page

### Name of Person Completing Application

Brendan	М	Kearney		Supt	in Chief
Name: First	MI	Last		Title	
617 - 343 - 2367		617	- 343	- 1199	
Phone: Area Code, Number, Ext	ension	Fax	Area Code, Nu	mber, Exten	nsion
Person responsible for mon	toring co	mpliance of l	ocal jurisdicti	on(s) with t	the service zone
plan:	eor mag	)	J	(-)	
Brendan	М	Kearney		Supt.	In Chief
Name: First	MI	Last		Title	
617 - 343 - 2367		61	- 343	- 1199	
Phone: Area Code, Number, Ext	ension		Area Code, Nu		nsion
ServiceZone@BostonEMS	ora				
Primary Email Address	.org				
_					
<b>Authorized MBEMSC</b>					
Signature:					
Date:	-				
Date.		J.T			
Derrick	Co	ngdon	Execu	tive Dir	ector
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Print Name: First MI	_	Last	Title		*
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Print Name: First MI  EMS Region 1	2			X	5 🗌
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EMS Region 1 Western MA  The chief municipal official sign this application. If the chief municipal official of each is application in accurate and true, Signed un Authorized Signature  City of Boston	Central of the loservice zach local I am dulits entiret	Jast  3 al MA North  ocal jurisdiction  l jurisdiction  y authorized to and that the	deast Metro on covered by ised of multip must sign this o complete and information c	the service le local jures application de sign this application de sign this application de sign the s	Southeast ce zone plan must risdictions, the on. application, that I



#### **City of Boston Overview**

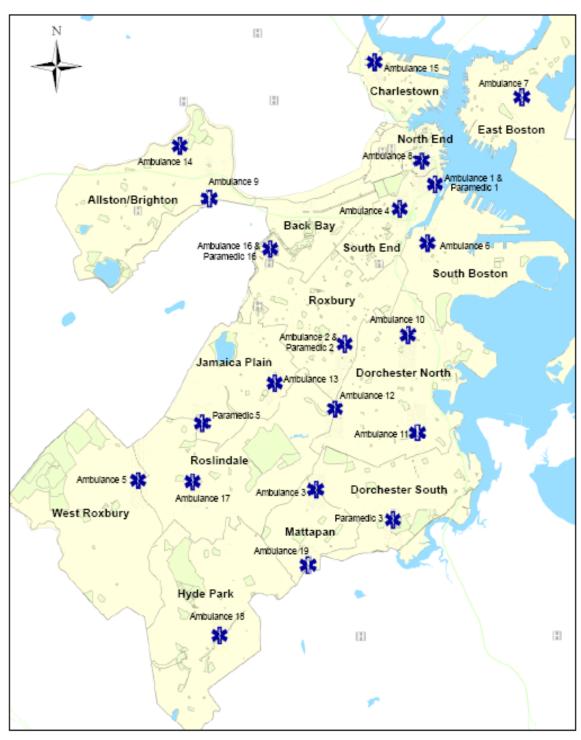
The City of Boston, the capital city of Massachusetts, is the Commonwealth's largest city, with a resident population of over 655,000 and a daytime population of over one million. The largest city in New England, Boston is the center of a metropolitan area of more than 4.2 million people. Boston encompasses 45.7 square miles and is governed by a mayor/city council form of government.

Often described as a "city of neighborhoods" Boston is comprised of several diverse communities:

1. Allston/Brighton	11. Jamaica Plain
2. Back Bay	12. Mattapan
3. Beacon Hill/West End	13. Mission Hill
4. Charlestown	14. North End
5. Chinatown/Leather District	15. Roslindale
6. Dorchester	16. Roxbury
7. Downtown	17. South Boston
8. East Boston	18. South End/Bay Village
9. Fenway / Kenmore	19. West Roxbury
10. Hyde Park	

The City of Boston is home to more than twenty short and long-term care hospitals and dozens of public and private colleges and universities. Major transportation networks, including Logan International Airport, a \$6 billion per year critical infrastructure, are located in the City. Boston is also home to several major transportation hubs, including North Station and South Station. The Port of Boston is the largest container port in New England and is one of the principal ports on the east coast of the United States. Liquefied Natural Gas (LNG) deliveries travel through the Port of Boston to Chelsea Creek on a regular basis. Given Boston's historic significance, its position as a world-renowned research and academic center, its designation as the capital city of Massachusetts and the largest city in New England, the Federal government has designated Boston as an Urban Area Security Initiative (UASI) Region. The Metropolitan Boston Homeland Security Region (MBHSR) includes the cities of Boston, Cambridge, Chelsea, Everett, Quincy, Revere, and Somerville, as well as the towns of Brookline and Winthrop.

#### Service Zone Area Map





13,400





#### ROSTON EMS

#### **Boston EMS: Department Overview**

Boston Emergency Medical Services (BEMS) is the lead agency for the provision of emergency medical services within the City of Boston. A bureau of the Boston Public Health Commission (BPHC), Boston EMS is one of the country's oldest providers of pre-hospital care, with a history that dates back over 125 years when the Department was known as the City Hospital Ambulance Service. In 1996, the Boston City Hospital privatized and merged with Boston University Hospital and a new organization, the Boston Public Health Commission (BPHC), was established to carry on the public health activities of the City. Since that time, BEMS has been a bureau of BPHC. Today the Department is widely recognized as one of the premier emergency medical service organizations in the country. Additionally, Boston EMS is a recognized leader in the field of emergency preparedness and takes an active role in preventing and mitigating emergencies across the City.

As part of the Boston Public Health Commission, Boston EMS has been able to maintain its public focus and mission. As a result of its connection with the Commission, Boston EMS has strengthened its education and prevention outreach efforts, with the goal of minimizing the effects of crisis situations. Boston EMS is not only responsible for providing emergency care, but for serving the Commission's public health goals. The Department's motto is "Where public health meets public safety".

#### Mission

Boston EMS, the provider of emergency medical services for the City of Boston, is committed to compassionately delivering excellent pre-hospital care and protecting the safety and health of the public.

#### Vision

Boston EMS' vision is to expand upon our role as a critical public safety agency that delivers exceptional pre-hospital emergency medicine in an urban environment. The department will remain at the forefront of EMS advancements, driving progress in clinical care, operations, research, and training. As a leader in all-hazard emergency preparedness, we will enhance our workforce and community's ability to be resilient when confronted by man-made and natural disasters. Boston EMS will continue to be viewed as a challenging, diverse and rewarding place to work as well as a model for other EMS agencies.

#### Values

• <u>Patient Advocacy</u>: The health and well-being of the patient is always our first priority. We are professionals who treat every patient with respect and compassion.

- <u>Clinical Excellence</u>: The members of Boston EMS are highly skilled and specially trained to provide state of the art pre-hospital emergency medical services. We provide every patient with excellent clinical care.
- <u>Leadership & Innovation</u>: As a leader in the field of pre-hospital emergency medicine, we pride ourselves on innovating and leveraging the latest advances in both medicine and technology, bringing cutting edge care to the streets of Boston.
- <u>People</u>: Our people are our greatest asset. The knowledge, experience, and compassionate nature of our employees make our service exceptional. Our workforce includes skilled professionals from different backgrounds and cultures, reflecting the diversity of the communities we proudly serve.
- <u>Collaboration</u>: We strive to work effectively with our public safety and public health partners to solve problems, make decisions, and achieve common goals.
- <u>Pride & Unity</u>: We are proud of the work we do and the strength of our service. We are committed to one another and the patients we serve.
- <u>Preparedness</u>: We are a leader in the field of emergency preparedness and take an active role in planning, training, response and recovery efforts to mitigate the medical consequences of disasters. We maintain the highest level of organizational and individual preparedness.

#### **Definitions**

The following terms and abbreviations are commonly used in Boston EMS and throughout this service zone application:

Administration: The management and command level of Boston EMS including administrative staff assigned to EMS Headquarters; ALS: Advanced Life Support: a paramedic unit or the advanced procedures and skills performed by a Paramedic or Advanced EMT; Associate Medical Director: A physician employee of the Department who assists the Medical Director with ongoing Department training, quality assurance, and research projects. May function as medical director or department liaison on special projects; BLS: Basic Life Support: a Basic Life Support

Dasic Life Support. a Dasic Life Support

ambulance or the procedures and skills performed

by an EMT;

Cadet or EMS Intern: An employee in training to become eligible as a

Recruit EMT:

Captain:	A ranking officer with supervisory and inspectional responsibilities as assigned; subordinate to a Command Staff Officer and superior in rank to a Lieutenant; the "Training Supervisor" and "Principal EMT" job titles hold the rank of Captain;
Chief of Department:	Highest ranking Command Staff member charged with authority and responsibility for overseeing the day-to-day operations of the Department;
CMED:	Central Medical Emergency Direction; Boston EMS is the contracted provider of CMED Services for Massachusetts EMS Region IV;
CMR:	Code of Massachusetts Regulations;
COB	City of Boston;
СОВТН:	The Conference of Boston Teaching Hospitals; a consortium of area receiving hospitals participating in providing medical care and disaster management to the Boston area;
Command Staff:	The command level of Boston EMS with responsibility for coordinating and directing all activities of the Department;
Deputy Superintendent	A member of the Command Staff with authority and responsibility for a particular shift, special event, or special project; superior in rank to Captain, and subordinate to Superintendent;
District:	A geographical area of the City comprised of census tracts, for the purpose of establishing ALS and BLS response and service areas;
Division:	A geographical portion of the City comprised of one or more districts (e.g. Division 1, Division 2); a component of a Bureau of Boston EMS;

Emergency Medical Technician (EMT): A generic term describing all levels of certification

as set forth in the Massachusetts General Laws, Chapter 111c and the pertinent regulations under

the law;

BEMS EMT: A Department employee, certified by the

Massachusetts Office of Emergency Medical Services, who has successfully completed the Boston EMS recruit training and field internship, and has become certified by the Department to perform Basic Life Support Skills in accordance with Statewide and Boston EMS protocols and

special project waivers;

BEMS Paramedic: A Department employee certified by the

Massachusetts Office of Emergency Medical Services as a Paramedic, and who has successfully passed the Boston EMS Paramedic selection process, and subsequently successfully completed the Boston EMS Advanced Life Support (ALS) clinical training and field internship and is certified by both State regulations and Boston EMS policies to perform ALS skills in accordance with Statewide and Boston EMS protocols and

special project waivers;

BEMS EMT-Recruit: An employee who is undergoing a didactic

orientation or a field internship in order to be considered for promotion to EMS EMT-Basic;

ETA: Estimated Time of Arrival;

Executive Director: The Executive Director of the Public Health

Commission;

First Responder: Public safety personnel trained in CPR and basic

first aid, as set forth by 105 CMR 171.000, the

Massachusetts First Responder Training

Regulations;

Lieutenant:	A supervisory officer with administrative and clinical responsibility and authority over EMTs, recruits, and EMS interns, and administrative responsibility and authority over EMT-Paramedics. Lieutenants may be assigned operational supervision over Field Units and Dispatch Operations personnel. Formerly referred to as Senior EMT;
MCI:	Multiple (or Mass) Casualty Incident;
Medical Director:	The designated emergency physician with overall responsibility for clinical protocols, clinical standards and practices, clinical training, research projects, medical control, physician support to Boston's public safety agencies (police, fire, EMS) and physician overview of medical continuous quality improvement activities;
Patient Care Report (PCR):	The designated form or electronic template for documenting all aspects of patient assessment and treatment. It is completed for each ambulance response or other incident unless the unit is canceled prior to arrival. Also referred to as a trip sheet;
PHC:	The Boston Public Health Commission. Boston EMS is a bureau of the PHC;
Section:	A component of a Division of Boston EMS; also a functional subdivision within the Incident Command System;
Service Zone Plan:	In accordance with MGL c 111C, a comprehensive plan that defines the local EMS resources and describes how those resources will be used and coordinated;
Shift Commander:	A Department certified EMT-Paramedic member of the Command Staff with authority and responsibility for a particular shift, division, or special project; holds the rank of Deputy Superintendent;
Stations:	Designated base locations or quarters for Department personnel and equipment;

Superintendent: A ranking Command Staff Officer superior to

Deputy Superintendent, and subordinate to the

Superintendent in Chief;

Superintendent in Chief: A ranking Command Staff Officer with

responsibility for all members of the service; superior to Superintendent and reports directly to

the Chief of Department;

Trip: An ambulance call or run;

Two-Tiered Response: A response requiring the dispatch of both a BLS

and an ALS ambulance;

Uniformed Member: Personnel holding the following ranks are

considered uniformed members of the service: Chief of Department, Superintendent in Chief, Superintendent, Deputy Superintendent, Captain (Principal EMT), Captain (Training Supervisor), Lieutenant (Senior EMT), EMT-Paramedic, EMT-

Basic and EMT-Recruit;

Unit: A response vehicle; e.g., a BLS unit, or Field

Supervisory unit; a specialized group such as the

Bike Team Unit.

#### **Duties and Responsibilities**

The following is a summary of the duties and responsibilities of some of the job descriptions within the Department.

#### **Boston EMS EMT**

The Emergency Medical Technician is responsible for providing emergency treatment of ill or injured persons, and the safe and efficient transport of patients to the appropriate receiving facility. The EMT's duties and responsibilities include the following:

- Perform a daily routine checkout of ambulance equipment and supplies and conduct routine vehicle maintenance; complete records and reports as required;
- Respond safely and promptly to all calls as directed by Dispatch Operations; operate communications equipment in accordance with protocols and procedures. Upon arrival at the scene of an emergency, make an immediate survey of the situation to determine the need for additional units and report the status of the incident to Dispatch Operations;
- Direct the efforts of First Responders involved in patient care, and assume responsibility for patient care until relieved by a ranking clinical member or the receiving facility staff;

- Render Basic Life Support including the treatment of adult and pediatric injuries and illness; burns; environmental emergencies; cardiopulmonary disorders; abdominal pain; neurologic disorders; obstetrical and gynecological emergencies; communicable diseases; toxicological emergencies; other emergent traumatic and non-traumatic events;
- Initiate CPR to victims of cardiac arrest; request and assist Advanced Life Support personnel when appropriate; operate the semi-automatic defibrillator and download data per established protocol;
- Administer treatment for fractures of all types, and for injuries to the head, face, eyes, neck, spine, chest, abdomen, pelvis, genitalia and other injuries causing bleeding and/or shock; operate mechanical adjuncts to breathing;
- Assist patients in taking their own medications per established protocol; perform rescue tasks to access, assess, stabilize, disentangle, and remove victims of entrapment;
- Care for emotionally disturbed, alcoholic, drug-influenced, epileptic, and agitated patients in such a manner as to ensure the safety of the patient; manage obstetrical emergencies;
- Assess each patient, take vital signs, and record these findings on the patient care report; operate glucometer and administer aspirin per established protocol; complete and submit a patient care report for each response unless the unit is canceled prior to arrival;
- Inspect, clean, and wash Department vehicles and stations as required; restock equipment and supplies so as not to fall below par level; operate Department vehicles in a safe and accepted manner;
- Attend training classes and recertification courses as required; maintain a knowledge of all rules and regulations; maintain and update the policy manual as required;
- Maintain current certification as required per state regulations: EMT certification; Massachusetts driver's license, CPR certification.

#### **Boston EMS -PARAMEDIC**

The Paramedic is responsible for providing Advanced Life Support skills in accordance with Commonwealth of Massachusetts Statewide Treatment Protocols and applicable special project waiver(s) and for performing Basic Life Support as required. The Paramedic's duties and responsibilities include the following:

- Perform a daily routine check out of ambulance equipment and supplies and conduct routine vehicle maintenance; complete records and reports as required;
- Respond safely and promptly to 9-1-1 calls as directed by Dispatch Operations; operate communications equipment in accordance with established procedure;
- Assume primary responsibility for patient care at the scene of an emergency; perform Basic Life Support procedures as required;
- Per protocol or under a physician's orders, perform Advanced Life Support procedures including endotracheal intubation; ECG interpretation; defibrillation; synchronized cardioversion; carotid sinus massage; intravenous, intramuscular, subcutaneous, sublingual and endotracheal administration of drugs and/or fluids, chest decompression; intraosseous needle placement; and cricothyrotomy;

- Report diagnostic information to the medical control physician; continuously monitor the patient condition on scene and enroute to the receiving hospital; update the medical control physician on any change in patient status;
- Operate Department vehicles as assigned in a safe and accepted manner; inspect, clean, and wash Department vehicles and stations as required; restock equipment and supplies so as not to fall below par level;
- Complete and submit a patient care report for each response unless canceled prior to arrival on scene; submit ECG strips or downloads ECG as required;
- Maintain a thorough knowledge of all Advanced Life Support protocols and procedures;
- Maintain a knowledge of rules and regulations; maintain and update the policy manual as required;
- Maintain certification as required per State regulation: EMT-P certification;
   Massachusetts driver's license; ACLS certification; CPR certification; attend training classes and rectification courses as required.

#### **Boston EMS EMT-TELECOMMUNICATOR**

The EMT-Telecommunicator, under the direction of the Dispatch Operations Supervisor, shall control and coordinate communications on designated EMS channels. The telecommunicator's duties and responsibilities include the following:

- Carry out the orders of the Dispatch Operations Supervisor and the Command Staff;
- Receive, screen, and evaluate requests for service and determine the response requirements per protocol; dispatch, direct, and monitor the movement of all EMS response units; reassign units to temporary satellite locations;
- Operate radio, telephone, and computer systems, and perform related duties as required; record and relay radio or telephone traffic according to established policy;
- Notify public safety agencies such as police, fire, Marine and Air Rescue services when
  the response of such agencies is required; coordinate the response and radio advisories as
  required;
- Assign radio channels to be used for medical direction, medical control, consultation, and notification; relay medical traffic and point of entry data as required;
- Direct ambulances, aircraft, and marine units entering the region with critical patients to proper routes, airports, docks, and hospitals;
- Notify the Dispatch Operations Supervisor or other supervisory staff when administrative or technical problems arise;
- Develop and maintain a thorough knowledge of standard operating procedures including dispatch procedures, call-screening protocols, response areas, and City geography; work as C-MED operator as required;
- Perform related duties as required.

#### **Boston EMS LIEUTENANT**

A Lieutenant may be assigned to Field Operations, Dispatch Operations, Research Training and Quality Improvement (RTQI), or other assignment as necessary. A Lieutenant is responsible for the clinical and administrative supervision of EMTs, and the administrative supervision of Paramedics

in the performance of their duties. In addition to responding to emergencies and providing care, a Lieutenant's duties and responsibilities include the following:

- Maintain a record of all matters affecting the work shift; maintain a record of responses, vehicle change-overs, and other work activities or significant events;
- Submit a detailed written report as per established policy whenever a complaint is received concerning the performance or conduct of a Department member;
- Submit a detailed written report to the Shift Commander whenever a violation of the rules is observed; investigate complaints and/or reports of vehicle or equipment malfunctions, and take action to return disabled response units to service;
- Submit a written report to the Shift Commander concerning recurrent false calls; chronic abuse of 9-1-1; conflict between ambulance crew members; conflict between an EMT and a member of another public safety agency, or a member of the public;
- Assume operational responsibility at the scene of an emergency until relieved by a person of higher rank; provide clinical supervision of EMTs; maintain a thorough knowledge of the multiple casualty incident plans;
- Review check-out forms, unit response summaries, motor vehicle accident reports, child abuse reports, elderly abuse reports, and other reports as required; initial each report for the completeness and accuracy; inspect ambulances and equipment for cleanliness; ensure compliance with infection control protocols;
- Review patient care reports for completeness and legibility as required;
- Along with the fleet mechanic and with input from the ambulance crew, make the
  decision as to whether a unit should be removed from service due to mechanical
  problems;
- Monitor the driving ability of EMTs assigned to response units; submit a written report to the Shift Commander if negligent or reckless driving is observed and initiate corrective action;
- While assigned to Field Operations, assume responsibility for one or more geographic divisions; respond to incidents when dispatched; remain in radio contact at all times; monitor the communications of Field units; may be reassigned to Dispatch Operations as required;
- While assigned to Dispatch Operations, directly supervise the performance of EMT-Telecommunicators in using dispatch procedures and call-screening protocols; supervise the operation of C-MED; monitor the response time, on-scene time, and in-hospital time of EMS response vehicles; staff vacancies in Dispatch Operations Center or Field Operations by reassigning available members from the float pool or by calling overtime in compliance with established policy; update the Shift Schedule Report and overtime list as required; act as liaison with the Boston Police Operations Supervisors as required; may be reassigned to Field Operations as required; ensure appropriate notifications are made regarding significant events as per established procedure;
- While assigned to Training and Quality Improvement, supervise the orientation and
  in-service training of new employees; monitor the progress of new employees during the
  probationary period; submit written reports as required; assist in continuing medical
  education programs offered by the Department; maintain records on the certification
  requirements of all uniformed personnel; participate in continuous quality improvement;
  may be reassigned to Field Operations or Dispatch Operations as required;

• Perform related duties as required.

#### **Boston EMS TRAINING SUPERVISOR / CAPTAIN**

The Training Supervisor / Captain is responsible for the supervision of EMTs, Paramedics, and Lieutenants. In addition to responding to emergencies and providing care, the Training Supervisor / Captain's duties and responsibilities include the following:

- Plan, develop, and implement training programs for EMS, other public safety agencies, other health care providers, and the general public;
- Prepare and conduct continuing education for EMS members;
- Conduct CPR training, CPR instructor training, and CPR recertification training for Department members, other health care providers, and the general public;
- Conduct in-service training on new equipment;
- Develop, plan, and conduct recruit training for all newly hired EMTs;
- File the necessary forms, documentation and course material for program approval/certification with regional, state or other agencies in compliance with Massachusetts EMT-Instructor/Coordinator requirements;
- Plan and conduct Basic EMT courses as sponsored by the Department; serve as Massachusetts Instructor/Coordinator on Department sponsored EMT programs;
- Assist in planning and conducting training programs in the Department recruitment programs;
- Serve as Field Supervisor or Dispatch Operations Supervisor as assigned. Assume operational responsibility at the scene of an emergency until relieved by a person of higher rank; provide clinical supervision of EMTs;
- Represent the Department at state and regional committees;
- Perform related duties as required.

#### Boston EMS CAPTAIN / PRINCIPAL EMERGENCY MEDICAL TECHNICIAN

The Captain / Principal Emergency Medical Technician is responsible for the supervision of EMTs, Paramedics, and Lieutenants. A Captain / Principal Emergency Medical Technician may be assigned to Special Operations, Dispatch Operations, Professional Standards, or another area of the Department as required. In addition to responding to emergencies and providing care, the Captain / Principal Emergency Medical Technician's duties and responsibilities include the following:

- Maintain familiarity with all EMS equipment, operate emergency vehicles and communication equipment;
- Represent the Department in meetings with members of other city agencies, the public, or regulatory agencies;
- Prepare records and reports as required; review records and reports prepared by subordinates for completeness and accuracy;
- Respond to emergencies: serve in the Incident Command System providing supervision as assigned; provide operational supervision at multiple casualty incidents; facilitate patient care, examine, assess, and stabilize patients at emergency scenes;

- Plan, develop, and recommend policies and procedures; interpret, apply and ensure compliance with EMS' policies and procedures;
- Assist in the development and management of systems to receive, investigate and prepare reports on complaints concerning the delivery of emergency services;
- Conduct inspections of EMS personnel, vehicles, and stations for compliance with applicable standards; conduct and investigate internal loss cases, employee conduct, worker's compensation, and related matters;
- Under direction, assists with contracts, billing, and vendor relations for assigned section or area as required;
- Perform related duties as required.

#### **Boston EMS DEPUTY SUPERINTENDENT**

A Deputy Superintendent is a member of the Command Staff with authority and responsibility for management of a particular shift, special project, or one or more EMS functions or activities. In addition to responding to emergencies and providing care, a Deputy Superintendent's duties and responsibilities include the following:

- Implement and oversee departmental policies and procedures to enhance employee performance and ensure the effective delivery of emergency medical services;
- Attend meetings with subordinate staff and others to review and discuss operational needs, managerial improvements, and enhancements to policies and procedures;
- Implement programs to document staff performance; prepare and review records and reports of activities performed by subordinate staff; supervise and observe the work of subordinate staff to determine training needs or disciplinary action;
- Conduct investigations as needed; recommend and participate in disciplinary matters as required or directed; ensure compliance with operational and/or clinical policies, procedures, and protocols;
- Prepare written materials and presentations;
- Respond to emergency incidents to provide operational or clinical supervision at mass casualty incidents; assume command of EMS operations and resource deployment until relieved by superior officer;
- Represent the department before the media, civic organizations, the general public and others as directed and authorized;
- Implement and oversee departmental policies and procedures to enhance employee performance and ensure the effective delivery of emergency medical services;
- Schedule and when necessary, change work assignments;
- May be required to be part of an on-call manager rotation and be subject to mandatory overtime;
- Perform other duties as required.

#### **Boston EMS SUPERINTENDENT**

Under the general or specific direction of the Chief or Superintendent in Chief, in addition to responding to emergencies and providing care, a Superintendent may be assigned any of the following duties and responsibilities:

- Provide direction and leadership on matters related to the management and operation of EMS. Develop, implement, and oversee departmental policies and procedures to enhance employee performance and ensure the effective delivery of emergency medical services;
- Provide leadership and direction on operational needs, managerial improvements, and enhancements to policies and procedures;
- Supervise, train, and evaluate subordinate personnel; prepare and implement programs to document staff performance; conduct in-depth analysis of EMS practices and procedures to assess their effectiveness and determine measures for improvements;
- Plan, develop, and conduct management training and operational training for EMS staff;
- Review and evaluate records and reports of EMS activities; conduct investigations as needed and recommend and participate in disciplinary matters;
- Manage or oversee one or more EMS bureaus or functions; prepare written reports and presentations for EMS and outside entities; represent EMS at public functions and other forums.
- Ensure compliance with operational and/or clinical policies, procedures and protocols; respond to emergency incidents and fires and work in hazardous environments as required to facilitate patient care; examine, assess and stabilize patients at emergency scenes; administer treatment, prepare patients for transport, prepare documentation of care received, and transport patients;
- At emergency incidents, provide operational supervision and/or command of EMS operations and resource deployment; interact with public safety personnel at incident scenes to ensure proper coordination and to enhance pre-hospital patient care;
- May be assigned to serve as a Shift Commander as directed; may be required to be part of an on-call manager rotation and be subject to mandatory overtime;
- Perform other duties as required.

#### **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.

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

#### **Planning Process**

While the term "EMS Service Zone" is relatively new, born in the Acts of 2000 MGL Chapter 111c, and CMR 170.000 et seq., delivering out of hospital emergency health care through a comprehensive, integrated plan is not new to Boston.

The high quality, compassionate delivery of pre-hospital patient care in Boston is the result of an evolutionary process that began in earnest in the 1970's and continues to evolve today. Boston EMS prides itself on constantly updating its practices and techniques to leverage the latest advances in both medicine and technology. In order to ensure both an effective and efficient use of resources, Boston EMS has long sought input and collaboration from our partners in health care; public, private, and non-profit institutions; as well as community and religious groups from across the City. Boston EMS meets with these partners regularly in an unending effort to maximize the quality of emergency healthcare delivered to all of Boston's residents and visitors. Boston EMS has been evaluated by a number of independent consulting groups including James O. Page; Boston Finance Commission; McGovern Task Force (pre-enabling legislation); and the O'Toole Committee (post-enabling legislation), and is frequently cited in both local and national media for its quality patient care and innovative practices. 

1 2

This Service Zone Plan for the City of Boston is not a new plan developed in response to the requirements of MGL Chapter 111c, but rather it is a snapshot of Boston's current EMS delivery plan. Boston EMS sent letters to all licensed ambulance services within EMS Region IV inviting their input, and developed an on-line survey for data collection. The service zone planning process was discussed at a number of Regional and Conference of Boston Teaching Hospital (COBTH) subcommittee meetings, and draft versions of the application were distributed to first responder agencies and EMS providers normally operating within the City. The City of Boston continues to welcome input from stakeholders and this Service Zone Plan will be updated accordingly to accurately reflect ongoing changes and refinement in the delivery of EMS services. The EMS Plan includes an inventory of EMS resources and a guide for optimal coordination and utilization of those resources. This plan includes all of the provisions required of a service zone plan and has been developed, and will continue to be refined, with input from our many partners.

<sup>&</sup>lt;sup>1</sup> Davis, Robert. "Six Minutes to Live or Die" in USA Today, May 2005. Available on line at: http://www.usatoday.com/news/nation/ems-main.htm

<sup>&</sup>lt;sup>2</sup> "Boston Makes Us Proud" in Journal of Emergency Medical Services, May 2013. Available online at: http://www.jems.com/articles/print/volume-38/issue-5/major-incidents/boston-makes-us-proud.html

#### **Plan Review and Maintenance**

This plan will be reviewed at least annually and updated whenever significant changes occur. Updated plans will be forwarded to the EMS Regional Council so that the regional service zone plan may be updated accordingly.

#### **Partner Agencies**

Boston EMS supervisory, command, and physician personnel are involved in a number of local, regional, state, national, and even international committees and groups focusing on pre-hospital care and disaster coordination. Listed below are but a few of the groups or agencies with which Boston EMS personnel routinely partner with to ensure a collaborative, progressive, and efficient EMS system in the City of Boston:

Boston Public Health Commission	Boston Fire Department
Boston Police Department	Boston Regional Intelligence Center
Boston Office of Emergency Management	UASI Communications Interop Committee
EMCAB Communications Committee	EMCAB Medical Services Committee
COBTH Disaster Committee	State 9-1-1 Commission
Massachusetts Emergency Management	EMCAB MCI Committee
Massachusetts State Police	Suffolk County Sheriff's Office
MassPort Fire Rescue	Massachusetts Ambulance Association
US Department of Homeland Security	United States Coast Guard
Boston MedFlight	US Secret Service
Federal Bureau of Investigation	Drug Enforcement Agency
United States Postal Service	AMTRAK
Institutions of Higher Learning	Boston City Council
MA League of Community Health Centers	Veteran's Administration Medical Services
Faith Based Organizations	Neighborhood Groups
Private businesses throughout City	Boston Fourth of July
Boston Athletic Association	City of Boston Departments
MBEMSC Board of Directors	City of Boston Emergency Control Board
United States Public Health	National Disaster Medical System
Office of the Chief Medical Examiner	Massachusetts Convention Authority
Massachusetts Dept. of Transportation	MassGIS
Metropolitan Medical Reserve System	USAO- Anti-Terrorism Advisory Council
Boston Public Schools	Various State Agencies
United States Navy	American Red Cross
USPHS	Boston MRC
HHS Region 1	Boston Media outlets
Center for Disease Control	CISM On-Site Academy
AED Partner Agencies	American Heart Association
Massachusetts Hospital Association	National Association of EMS Physicians
Boston Transportation Department	Fidelity Investments
International Association of EMS Chiefs	Pre-Hosp. System Coordination Committee

#### B (2) a Elected State / Local Officials

Mayor			
Martin J Walsh			
City Council			
Salvatore LaMattina, D1	Josh Zakim, D8		
Bill Linehan, D2	Mark S. Ciommo, D9		
Frank Baker, D3	Michelle Wu, President, At-Large		
Andrea Campbell, D4	Michael Flaherty, At-Large		
Timothy McCarthy, D5	Annissa Essabi-George, At-Large		
Matt O'Malley, D6	Ayanna Pressley, At-Large		
Tito Jackson, D7			

#### **B** (2) b Emergency Management

Name of Entity	Contact Person	Title	Telephone
OEM Rene Fielding		Director	617-635-3351

The Boston Office of Emergency Management (OEM) coordinates emergency management, emergency preparedness, and homeland security programming for the City of Boston.

OEM operates and maintains an Emergency Operations Center. This center (similar in function to the MEMA facility in Framingham) is equipped with the information systems and communications infrastructure necessary to coordinate the response to incidents by the City's many departments, including public safety, public health and public works agencies.

OEM is the lead agency for developing and coordinating evacuation plans of all size and scope. Boston EMS is designated as the lead agency for the coordination and management of the medical needs of evacuees both during the active evacuation and at any of the designated Mass Care Facilities

#### B (2) c Law Enforcement

As noted in the "partner agency list", representatives from Boston EMS work with a number of law enforcement agencies on a regular basis. Clearly, our most frequent contact is with the Boston Police Department, but we also work closely with the Massachusetts State Police, Transit Police, police departments from the various colleges and universities within the City of Boston, as well as Environmental Police, AMTRAK Police, and federal agencies such as the Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), and Immigration and Custom Enforcement (ICE).

Boston EMS and the Boston Police Department share the same Medical Director. BEMS provides medical support for police officers during law enforcement actions such as high-risk warrant apprehension, barricaded suspect incidents, bomb disposal and chemical lab mitigation. BEMS also has members assigned to work with the BPD Harbor Unit. Members of the BEMS and BPD Command Staffs meet frequently to develop action plans and coordinate coverage for

special events. Since 2007, Boston EMS has had a full-time dedicated presence at the BPD's Boston Regional Intelligence Center (BRIC). This partnership allows EMS to maintain an up-to-date awareness of public safety and homeland security issues as well as disseminate any relevant emergency medical information to the EMS, public health and medical community.

BEMS and the BPD conduct joint training exercises. Members of the BPD Special Operations Division provide training to BEMS members in a wide range of areas including working with the explosive ordnance unit, crime scene management, tactical responses, sexual assault, and gang violence. In addition, the DelValle Institute for Emergency Preparedness provides a wide range of hazardous material training for the BPD and other metro area law enforcement agencies.

BEMS works closely with the MBTA Transit Police as well as the Massachusetts State Police (MSP) in day to day operations and provides medical support for their operations when requested.

BEMS members frequently provide EMS coverage for protective packages associated with visits from the President, Vice President, and visiting dignitaries when requested by the U.S. Secret Service. BEMS provides EMS support for the FBI, DEA, United States Coast Guard, and other federal agencies upon request.

#### **B** (2) d Designated Primary Ambulance Service

Name of Entity	Contact Person	Title	Telephone
Boston EMS	Jim Hooley	Chief	617 343-2367

#### B (2) e Other Ambulance Services Providing Primary Ambulance Service

A number of ambulance services operate in and around the City given the large number of nursing homes, health care facilities, and hospitals. Boston EMS has a close working relationship with many of these agencies through its involvement in local and regional committees, Massachusetts Ambulance Association, Metropolitan Boston Homeland Security Region (UASI), and back-up agreements with several private ambulance providers. The list of ambulance services providing primary ambulance service within the service zone will be updated (Part D of Plan) as EMS providers provide notice of their provider contracts in accordance with 105 CMR 170.248 ("Notification of Provider Contracts to Respond to Emergencies").

#### B (2) f Designated EMS First Responder (EFR) service, if any

Name of Entity	Contact Person	Title	Telephone
< no EFR at this time >			

#### **B** (2) g Other First Responder Agencies

Name of Entity	Contact Person	Title	Telephone
<b>Boston Fire Department</b>	Joseph E Finn	Commissioner	617 343-3610
<b>Boston Police Department</b>	William E Evans	Commissioner	617 343-4500
	Willie Gross	Supt. In Chief	
Massachusetts State Police	Richard D. McKeon	Superintendent	508 820-2300
MassPort Fire Rescue	Robert Donahue	Chief	617 561-3400
Transit Police Department	Kenneth Green	Chief	617 222-1100
Boston Centers for Youth	Jeffrey Mackey	Aquatic Director	617-635-4920
and Family (lifeguards)			
Department of Conservation	Leo Roy	Commissioner	617 626-1250
and Recreation (lifeguards)			

#### B (2) h Hospitals

As the contracted provider of CMED services for EMS Region IV, Boston EMS works cooperatively with the Metropolitan Boston EMS Council office and hospitals throughout the region. Boston EMS personnel are involved with surge and Disaster Planning with hospitals, diversion task forces, Mobile Decontamination Unit (MDU) Deployment policy and procedures, and various regional and statewide committees. A complete list of area hospitals and contact information is included in Part E of the application.

#### B (2) I Other Health Care Facilities, Including Nursing Homes

Boston EMS personnel routinely respond to other health care facilities, including dialysis centers, private physician's offices, laboratories, nursing homes, jails, clinics, and other health care facilities. BEMS personnel are frequently involved in evacuation planning at these facilities, "table-top" exercises, and other EMS related or unusual occurrence planning. A complete list of health care facilities and contact information is included in <a href="Part E">Part E</a> of the application.

#### PART C-1: Provider Selection / 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.

#### **EMS Primary Provider Designation**

Boston EMS is a bureau within the Boston Public Health Commission (BPHC). The BPHC is a public authority that serves as the City's board of health and is governed by a seven-member board appointed by the Mayor. The BPHC was established pursuant to Chapter 147 of the Acts of 1995 of the General Court of the Commonwealth of Massachusetts, also referred to as the "Enabling Act", and is responsible, among other things, for providing or arranging for the provision of emergency medical services and other public health programs and activities.

"Whereas the Consolidation Agreement provides that the City and the Commission will enter into a contract with the Corporation pursuant to which the Corporation will be the sole provider of EMS services on behalf of the City and the Commission and will use the personnel employed by the Commission in its Boston EMS unit ("Boston EMS") to provide such EMS services". Changing the EMS service delivery or designated service zone provider shall be in accordance with all applicable regulations, agreements, and service zone plans.

#### EMS services to be provided will include:

- a) Providing emergency medical response for all geographic areas within the City of Boston, including but not limited to Massport, Metropolitan District Commission, and State and Federal Properties. Such emergency medical response coverage shall include responding to:
  - a. 9-1-1 emergency calls in the City of Boston;
  - b. Boston Police and Fire Department stand-bys;
  - c. Boston Police Bomb Squad stand-bys;
  - d. Boston Police Harbor Patrol;
  - e. Logan Airport Stand-bys;
  - f. Decontamination of patients in hazardous materials waste situations;
  - g. Presidential and heads of state stand-bys (VIP Protection details);
  - h. Environmental emergencies, including but not limited to heat, cold, snow, hurricanes;
  - i. Major public events including but not limited to parades, concerts, Fourth of July, First Night, Boston Marathon, Caribbean and Puerto Rican Festivals;
  - i. Mass casualty incidents;
  - k. U.S. Public Health Service, National Disaster Medical Systems; and
  - 1. Mutual aid to other cities and towns.
- b) Providing emergency medical support and training for all Federal public safety agencies in the City of Boston, including but not limited to ATF, FBI, US Secret Service, DEA, INS, Department of Defense, State Department, FAA, NTSB, NHTSA, White House Medical, Federal Protective Services, Department of Interior, and US Coast Guard;

- c) Pre-planning for medical emergencies in high rise buildings, in high occupancy apartments, including but not limited to Prudential Center Complex, John Hancock, and Federal Reserve Bank;
- d) Providing emergency medical support and training for the Boston business community, including but not limited to hotels and convention centers;
- e) Providing emergency medical support and training to MBTA, Amtrak, Conrail, MassPort Fire Department, Boston Fire Department, Boston Police Department, Suffolk County Sheriff's Department, Massachusetts Highway Department, and the Central Artery / Third Harbor Tunnel project;
- f) Providing community education and public relations services, including but not limited to schools, health fairs, senior centers, EMT and Paramedic certificate courses;
- g) Providing emergency medical call answering and dispatch services for the City of Boston; and
- h) Providing CMED (i.e. ambulance to hospital communications and inter-hospital communications for EMS) for the City of Boston." <sup>3</sup>

**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

#### **Response Times: Overview**

One of the most commonly cited public safety performance indicators is that of "response time". Since much of this section of the service zone plan template deals with response time, it would be helpful to first clarify some terms as well as highlight recent trends in the literature regarding response times and emergency response.

The EMS system response time makes up a portion of the true total response time. It is important to look at response time from the perspective of the patient beginning with the onset of illness or injury until the beginning of definitive care. The American Heart Association has reported that there is often a significant delay between the onset of symptoms in the case of an acute myocardial infarction or stroke and the notification of the EMS system. <sup>4</sup> Given frequent emergency room overcrowding, there may also be a delay in the provision of definitive care even

<sup>&</sup>lt;sup>3</sup> Consolidation Agreement between the City of Boston and University Hospital, Inc.

<sup>&</sup>lt;sup>4</sup> See the American Heart Association's "Act in Time" program; available online at: <a href="http://www.nhlbi.nih.gov/actintime/index.htm">http://www.nhlbi.nih.gov/actintime/index.htm</a>

after arrival at an emergency department. An onset-to-treatment timeline in an urban setting may look something like this:

In this example, the time from onset of symptoms to definitive treatment is approximately three hours. In addition to striving to minimize the intervals that make up the typical EMS components (9-1-1 call receipt, call entry, call dispatch, turn-out time, travel time, on scene time, transport time, etc.), Boston EMS has long sought to reduce the time segments outside of our direct control as well. For example, Boston EMS has participated in public service campaigns and public education in an effort to make people more aware of the symptoms of acute, life threatening illness and to encourage activation of the EMS system as soon as possible (thus reducing the onset to notification interval). Boston EMS has also pioneered the rapid assessment and recognition of truly time sensitive emergencies (i.e. cardiac emergencies and strokes). The Department also instituted modified point of entry plans and began providing an early notification to receiving hospitals, both of which have led to a significant reduction in "door to therapy" time. Boston EMS has been a leader in the treatment of trauma, STEMI, stroke, and other time sensitive emergencies. Boston EMS uses emergency medical dispatch protocols to identify patients who are in need of immediate intervention, and rapidly dispatches the appropriate resources, including first responders. In many instances (bronchospasm, pulmonary edema, myocardial ischemia, narcotic overdose, and COPD) the definitive treatment is initiated on scene, drastically reducing the time from onset of symptoms to treatment. In other situations EMS personnel recognize the need for expedited on scene treatment and transport to the definitive time sensitive treatment as described above, again reducing the onset of symptoms to treatment time.

The often-cited response time standard of four minutes for first responder / Basic Life Support, and eight minutes for Advanced Life Support is based on a very specific study from over 30 years ago that evaluated the outcome of patients who had suffered out of hospital (non-trauma related) cardiac arrest. <sup>5</sup> Using those same response time standards for <u>all</u> types of incidents, no matter how relatively minor, is not only costly to maintain, but unlikely to improve patient outcomes. In its position paper "Considerations in Establishing Emergency Medical Services Response Time Goals", the National Association of EMS Physicians states:

Except for cardiac arrest, there is little or no scientific evidence suggesting a causal relationship between response interval and improved patient outcomes. There is little evidence linking improved response time intervals to improved survival in critical trauma, and there is no literature suggesting that rapid response intervals improve outcome for non-critical patients. However, there is a public expectation that when EMS

<sup>&</sup>lt;sup>5</sup> Eisenberg MS, Bergner L, Hallstrom A. "Cardiac Resuscitation in the Community. Importance of Rapid Provision and implications for Program Planning". JAMA 1979; 241: 1905-7. Abstract available on-line at: <a href="http://jama.ama-assn.org/cgi/content/abstract/241/18/1905">http://jama.ama-assn.org/cgi/content/abstract/241/18/1905</a>

is requested, an ambulance will appear within a reasonable time no matter what the complaint. <sup>6</sup>

There is a growing realization in public safety and emergency medicine that except for a small subset of calls, "faster" isn't necessarily "better". Driving with emergency lights and siren in operation is not without risk, both to the public and to the responders themselves.

There is risk associated with the use of warning lights and siren: emergency medical vehicles running "hot" (with lights and siren) have been involved in many collisions that have resulted in injuries and death in a high number of cases. The monetary loss derived from emergency vehicle collisions, including property damage, increased insurance premiums, and liability payments in some venues, have eclipsed that of any other negligence-related EMS problem. This situation exists at a time when published data demonstrating the use of lights and siren in response or patient transport is effective in improving patient outcome is lacking.<sup>7</sup>

Boston EMS Telecommunicators have been trained and certified in APCO Emergency Medical Dispatch (EMD) since 1997, long before the Commonwealth of Massachusetts promulgated regulations in 2012 requiring PSAPs (Public Safety Answering Points) have such programs in place. EMD programs are intended to quickly identify high priority, life threatening illnesses or injury and immediately send appropriate resources. Non-life threatening calls receive a lower priority response, which in some systems results in a response without emergency lights or siren. Boston EMS, in conjunction with the Medical Director, constantly evaluates its call-taking and dispatch criteria. For example, after an evaluation found that a high percentage of motor vehicle collisions reported with "unknown injuries" resulted in no need for ambulance transport, Boston EMS modified its dispatch criteria. Instead of automatically dispatching an ambulance to a reported low-speed vehicle crash with no confirmed injuries, the ambulance is left available to respond to other simultaneously occurring emergencies while awaiting an update from responding police or fire units. This has resulted in a significant reduction in the number of EMS responses without a negative impact on patients who might subsequently require EMS intervention. This is just one of the many innovative management initiatives Boston EMS has implemented to ensure not only an efficient, but safe and fiscally responsible delivery of high quality pre-hospital care throughout the City of Boston.

#### **Response Time: Definitions**

Recognizing the variety of methods used to collect and/or report response time information, the Metropolitan Boston EMS Council (EMS Region IV), through its Service Zone Planning Advisory Committee, and the Massachusetts Office of Emergency Medical Services have

<sup>&</sup>lt;sup>6</sup> National Association of EMS Physicians Position Paper: Considerations in Establishing Emergency Medical Response Time Goals" Available on-line at: http://www.naemsp.org/Pages/Position-Statements.aspx

<sup>&</sup>lt;sup>7</sup> Joint Position Statement of the National Academy of EMS Physicians and the National Association of State EMS Directors. "Use of Warning Lights and Siren in Emergency Medical Vehicle Response and Patient Transport". Published in Prehospital and Disaster Medicine, April-June 1994. Available on-line at: <a href="http://www.naemsp.org/Pages/Position-Statements.aspx">http://www.naemsp.org/Pages/Position-Statements.aspx</a>

<sup>&</sup>lt;sup>8</sup> http://www.mass.gov/eopss/agencies/state-911/emergency-medical-dispatch-emd-regulations.html

identified several data points and definitions for use by Service Zone planners. <sup>9</sup> The following chart lists each data point, its definition, and how the information is collected by Boston EMS:

PSAP Call Date/Time		
Definition	The time the phone rings (9-1-1 call to public safety answering point or other designated	
Definition	entity) requesting EMS services.	
	When the 9-1-1 call is received from the 9-1-1 trunk and Meridian switch, the VESTA	
	server logs the ANI/ALI data along with the date/time stamp, retrievable through	
Collection	MAGiC, the 9-1-1 data system. As VESTA routes the call to a call-taker position, the	
Method	ANI/ALI data is transferred to the Computer Aided Dispatch System (CAD) when	
Method	ANI/ALI is imported and logs the data along with a date/time stamp, and appends this to	
	the incident history when created. Calls transferred to EMS will show the time the EMS	
	Calltaker received the call.	

Dispatch Notified Date/Time		
Definition	The time dispatch was notified by the 9-1-1 call taker (if a separate entity).	
Collection Method	Upon incident entry, CAD logs an entry date/time stamp and routes the incident to the appropriate dispatch terminal based on the controlling dispatch group for the location and/or incident.	

Unit Notified by Dispatch Date/Time		
Definition	The time the responding unit was notified by dispatch.	
Collection Method	When the EMS dispatcher assigns the incident to selected unit(s), CAD logs a dispatched date/time stamp and routes the incident history information to the dispatched units (when equipped) via the mobile data system.	

Unit Enroute Date/Time		
Definition	The time the unit responded; that is, the time the vehicle started moving.	
Collection	When unit(s) go enroute (via MDT status button directly, CAD/AVL system, or	
Method	dispatcher CAD command), CAD logs a date/time stamp.	

Unit Arrived on Scene Date/Time		
Definition	The time the responding unit arrived on scene; that is, the time the vehicle stopped	
Deminion	moving at the incident location.	
Collection	When unit(s) go on scene (via MDT status button directly, CAD/AVL system or	
Method	dispatcher CAD command), CAD logs a date/time stamp.	

#### **Response Time: Goals**

No universally accepted response-time system requirement exists. In urban areas, a commonly used ambulance response time standard is 8 minutes and 59 seconds (8:59), 90% of the time. The 8:59 target also appears in a frequently cited National Fire Protection Association recommendation when adjusted to include "turnout time" (60 seconds) and "travel/response"

 $<sup>^9</sup>$  "Response Time and Service Zone Planning". Available at:  $\underline{\text{http://www.mass.gov/eohhs/docs/dph/emergency-services/forms/service-zone-planning-response-times.pdf}$ 

time" (480 seconds). <sup>10</sup> When comparing response times, it is important to determine what interval is actually being measured; some systems use "call entry to onscene", others will use "dispatch to onscene" or even "enroute (physically in the ambulance) to on scene" when measuring response time. A Journal of Emergency Medical Services study noted that a majority of services using the < 8:59 / 90% were measuring from <u>dispatch</u> to unit on scene; essentially leaving out the call processing time. <sup>11</sup> Boston EMS uses the interval from <u>call entry</u> to <u>unit on scene</u> to measure its response times. Reporting call entry to unit on scene gives a more accurate representation of the true system response time from a patient's perspective.

Boston EMS has adopted varying response time goals depending on the relative severity of the reported emergency. For example, incidents categorized through Emergency Medical Dispatch criteria as Priority 1 include reported cardiac arrest, uncontrollable arterial bleeding, airway obstruction, and other truly time-sensitive emergencies. Upon entry into the CAD system, these incidents will be routed simultaneously to police, fire, and EMS dispatcher's computer screen ahead of all other simultaneously occurring incidents with a lower priority. Priority 2 incidents involve potentially life threatening emergencies such as difficulty breathing, motor vehicle / pedestrian crashes, cardiac related chest pain, etc. Priority 1 and 2 incidents typically generate both a Basic Life Support and Advanced Life Support response, in addition to first responders. Boston EMS measures both the median response time and the fractile response time. Priority 3 and 4 incidents tend to be BLS only responses such as orthopedic injury, lacerations with controlled bleeding, abdominal distress, short falls, etc. Priority 5 incidents are non-acute injury or illnesses that, as previously discussed, normally do not warrant a high speed response. Priority 6 incidents are situations that Boston EMS is notified about, but generally will not initiate a response unless requested by another agency. An example will be when the police are requested to perform a "well-being check" on someone that has not been heard from for several days.

Type of Incident	CAD Priority	Median Response	Fractile Response
Life Threatenine	1	< 5:00	< 8:59 90 %
Life Threatening	2	< 6:00	< 9:59 90 %
Emergent	3 – 4	< 7:00	< 13:59 90 %
Urgent	5	< 8:00	< 14:59 90 %
Non-Urgent	6	EMS notification only / pending update from other public safety agency	

Outliers: It should be noted that while a majority of incidents will fall into these response-time goals, a relatively small percentage will not. There are several possible reasons why a response may fall outside of these goals. For example, the incident may occur during a significant snowstorm in the City, making travel to the scene difficult; the patient may be located on a harbor island, requiring transportation to the scene by boat; the patient may be on an inbound

<sup>&</sup>lt;sup>10</sup> National Fire Protection Agency, NFPA 1710 "Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments", 2001; section 4.1.2.1.1 (1)-(4).

<sup>&</sup>lt;sup>11</sup> Williams, DM. "2005 JEMS 200 City Survey: A Benchmark for the EMS Industry", Journal of Emergency Medical Services; February 2006;44-101.

plane not schedule to land for 35 or 40 minutes; or the apparent delay be something as simple as the responding crew failing to notify the dispatcher when they initially arrive on scene.

C(1) b: Other Ambulance Services Providing Primary Service					
Type of Incident	Fractile Response	Start Point	End Point		
Life Threatening	< 9:59 85 %	Call Entry	On Scene		
Emergent	< 12:00 85 %	Call Entry	On Scene		
Urgent	< 20:00 85 %	Call Entry	On Scene		

<u>Notes</u>: *Life Threatening*: It is anticipated that long term care facilities will call 9-1-1 in the case of a time sensitive, life threatening emergency.

*Emergent or Urgent*: Whereas medical personnel are on scene treating the patient, ambulance services providing primary coverage pursuant to a service zone agreement do not need to meet the same response time standards established for the primary ambulance service. However, it is expected that if the contracted provider cannot meet the response standards established in the Service Zone Plan, they will notify the primary service to determine if a closer EMS resource is available.

Type of Incident	CAD Priority	<b>Median Response</b>	Fractile Response
Life Threatening	1	< 6:00	< 8:59 80 %
Life Threatening	2	< 7:00	< 9:59 80 %
Emergent	3 – 4	< 8:00	< 13:59 80 %
Urgent	5	< 9:00	< 14:59 80 %

Note: Fractile response time standards are slightly modified for ambulance services providing back-up to reflect the additional call processing steps involved in such a situation. The primary ambulance service dispatcher must contact back-up services to determine which service has the closest ETA before the call can be dispatched. Steps are ongoing to address this situation and lessen their impact, at which time response time goals may be adjusted accordingly. (See BAMA). That said, the system wide response time goals (including incidents referred to ambulance services providing back-up) are noted in the primary ambulance service / system-wide goals.

Whenever an incident is referred to a private ambulance service as part of a back-up agreement, a copy of the completed PCR is to be sent to Boston EMS at <a href="PCR@BostonEMS.org">PCR@BostonEMS.org</a> for quality assurance purposes. The patient's name and the crewmembers names may be redacted from the report, but all other incident details- including response times (call receipt, dispatch, on scene, enroute hospital, at hospital, disposition) should be included.

C(1) d and e: EFR / First Responder Agencies				
CAD Priority	Median	Fractile Response	Starting Point	<b>Ending Point</b>
1 - 5	< 4:00	< 6:00 90 %	Call Entry	On Scene

#### **PART C-2: Service Zone Standards**

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.

#### **Staffing Requirements [170.305]**

Boston EMS will maintain an adequate number of EMS personnel to staff EMS vehicles to ensure compliance with the requirement of 105 CMR.385 ("Service Availability and Backup") and to carry out its responsibilities under the Boston Service Zone Plan.

Whenever an ambulance operating within the service zone pursuant to a provider contract or agreement to provide back-up services transports a patient receiving care at the BLS level, the ambulance will be staffed with at least two EMTs who are at a minimum certified at the EMT-Basic Level.

Whenever an ambulance operating within the service zone pursuant to a provider contract or agreement to provide back-up services transports a patient receiving care at the Advanced level of ALS, the ambulance must be staffed with a minimum of two EMTs, at least one of whom is certified at the Advanced level or higher. The higher level EMT will attend to the patient requiring advanced life support.

Whenever an ambulance operating within the service zone transports a patient receiving care at the Paramedic level of ALS, the ambulance must be staffed with a minimum of two EMTs, at least one of whom is certified at the EMT-Paramedic level, provided that the conditions set forth in 105 CMR 170.305(C)(2)(a) through (f) are met. For ambulance transports of patients receiving care at the Paramedic level in which the conditions set forth in 105 CMR 170.305(C)(2)(a) through (f) are not met, the ambulance must be staffed with a minimum of two EMTs, both of whom are certified at the EMT-Paramedic level.

In accordance with 105 CMR 170.305(C)(2)(b), Boston EMS has implemented criteria, approved by its medical director and in accordance with OEMS administrative requirements, for determining those EMS calls when two EMT-Paramedics would be required to provide appropriate care, based on the patient's medical condition and acuity. Boston EMS will staff its Paramedic units with two Paramedics who are not only certified by The Massachusetts Office of Emergency Medical Services (OEMS) at the Paramedic level, but who have also successfully completed a Boston EMS training program and have received authorization to practice from the Boston EMS Medical Director. Boston EMS Paramedic Training units may be staffed by at least one Department Paramedic along with two OEMS certified Paramedics during a field internship.

#### **Deployment of Resources**

Boston EMS utilizes a two-tiered response model in which roughly three-quarters of the ambulances in service will be BLS units staffed by EMTs. The balance of the ambulance deployment (approximately one quarter of in-service units) is comprised of ALS units staffed by two Paramedics. Among the 50 largest cities in America, those that save the highest percentage of cardiac-arrest victims – Seattle, Boston, Oklahoma City and Tulsa – use such a two-tiered response. <sup>12</sup> Field Supervisors and Field Shift Commanders are equipped with medical equipment and in addition to overseeing the clinical and operational aspects of an incident, are capable of providing EMS First Responder services.

Boston EMS uses demand staffing, meaning the Department begins to increase the number of available ambulances at 06:00 when the call volume typically begins to rise, and begins to decrease available ambulances at 02:00 when call volume typically begins to decline. Ambulances are strategically deployed around the City in an effort to provide the most efficient use of available resources and demand for services.

Boston EMS also has extensive mutual aid agreements in place with regional EMS providers. In certain situations, emergency calls may be referred to a private ambulance service. In serious cases, or when EMS anticipates a delayed response, first responder agencies are also dispatched to provide first aid, airway support, and defibrillation as needed until the arrival of the EMS unit. This response model has proven to be the most effective system to provide superior medical response to all neighborhoods of the City.

#### Adequate Backup [170.385]

Adequate backup for ambulance service shall consist of, at a minimum, both first and second backup as defined in 105 CMR 170.385 (A)(3)(a) and (b), and shall meet any additional requirements as required in this Service Zone Plan. Boston EMS maintains written back-up agreements with a number of ambulance services that normally operate in and around the Boston area. See Part D "EMS and Public Safety Providers" for a list of ambulance services providing back-up to Boston EMS, and Part F "Inventory of Communications Systems" for a description of Boston EMS Ambulance Mutual Aid (BAMA) Radio.

#### 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 and without limitation, the Statewide treatment protocols, medical direction, training of and authorization to practice for EMS personnel, quality assurance and continuous quality improvement.

Boston's three primary public safety agencies – Boston Police, Boston Fire, and Boston EMS – as well as MassPort Fire are all under the oversight of a single Medical Director, thus ensuring

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<sup>&</sup>lt;sup>12</sup> Davis, Robert. "Fewer Paramedics Means More Lives Saved. Study: Constant Use Sharpens Critical Skills". In USA-TODAY, May 22, 2006. Available on line at: http://asp.usatoday.com/educate/college/healthscience/articles/20060528.htm

standardization of pre-hospital care throughout the City. In addition to the overall oversight provided by the Medical Director, Boston EMS has several other board certified emergency physicians on staff including the citywide toxicologist, and physician oversight of the DelValle Institute of Emergency Preparedness. Boston EMS also has an Emergency Medicine Fellowship Program for physicians who play a very active role in ongoing training, quality assurance, and research in the Department. This is clearly evidenced by the number of special project waivers and other research projects originating from Boston EMS. Many of these projects have gone on to become the standard of care across the State. On-line medical control is provided by physicians at the Boston Medical Center, and all Advanced Life Support patient care reports and a representative cross section of Basic Life Support reports are reviewed by Boston EMS' Research Training and Quality Improvement (RTQI) team and/or physician staff for quality assurance purposes. The planning and data analysis unit prepares management reports for Command Staff, evaluating such things as response times, on scene treatment times, at hospital times, and disposition codes and transport rates. Further, the electronic patient care reporting system allows for more robust and ad-hoc QA reporting of both individual and system wide statistics. For more information on medical control, please see PART G: "Medical Control Plan" of this application.

#### Health Care Facility Destinations [170.020, 170.355]

Boston EMS and other providers operating within the service zone pursuant to a provider contract or agreement to provide back-up services shall transport patients to an appropriate health care facility in accordance with 105 CMR 170.000: Emergency Medical Services System regulations and an OEMS approved point of entry plan. EMS personnel shall also consider hospital diversion status, special project waivers, and any other applicable regulations.

#### Other EMS Performance Standards Developed by the Service Zone

#### *Incident Management*

The Department of Homeland Security (DHS) issued a National Incident Management System on March 1, 2004, to provide a comprehensive and consistent approach to all-hazard incident management at all jurisdictional levels and across functional disciplines. <sup>13</sup> A NIMS compliant incident management system will form the basic structure of all Boston EMS emergency operations, regardless of size.

#### Interagency Cooperation

When a Boston EMS unit arrives at a scene at which first responders are present, the assumption of medical responsibility by EMS personnel shall occur as soon as possible. The transition shall be smooth and orderly and any pertinent information, if available, shall be obtained. The Boston EMS crew shall be responsible for releasing first responders from the scene as soon as there is no further need for assistance.

Any dispute between EMS personnel operating within the service zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant

<sup>&</sup>lt;sup>13</sup> For more information on NIMS: <a href="http://www.fema.gov/emergency/nims/index.shtm">http://www.fema.gov/emergency/nims/index.shtm</a>

facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the Shift Commander before the end of the work shift.

#### Notification of Boston EMS for Unusual Occurrence

An EMS service operating within the service zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations if one of the situations below exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.

- Homicide, suicide, hostage situation, or other suspicious or unusual incident;
- Question of child abuse or elderly abuse;
- The threat of harm to an EMT on scene; a violent patient or patient requiring restraint;
- An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.);
- Question of a hazardous material incident; explosive or other incendiary device;
- An EMS vehicle crash or theft of an EMS vehicle or equipment while operating in the service zone;
- Death or serious injury to an on-duty member of a public safety agency or private ambulance service;
- Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation;
- Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.);
- Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted.

#### Mass Casualty Incidents

Each service whose regular operating area includes all or part of the service zone in which a mass casualty incident occurs must immediately dispatch available EMS resources upon request by the primary ambulance service. (170.355.E)

#### Advertising

EMS services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS vehicles are certified and for which it is placed in services. EMS personnel operating in the service zone pursuant to a provider contract or agreement to provide back-up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee or the vehicle is owned / operated by Boston EMS. (170.305)

#### Waivers for Special Projects

Boston EMS shall be notified whenever an EMS service operating in the Boston service zone pursuant to a provider contract or agreement to provide back-up services is granted a special project waiver by the Massachusetts Office of Emergency Medical Services. (170.405)

# **PART D: EMS and Public Safety Providers**

**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.

#### **Designated Primary Ambulance Service**

Primary Ambulance Service means the business or regular activity, whether for profit or not, by a licensed ambulance service, designated under a service zone plan for the purpose of providing rapid response and pre-hospital EMS, including, but without limitation, patient assessment, patient treatment, patient preparation for transport and patient transport to appropriate health care facilities, in conformance with the service zone plan.

Name of Service	# Ambulances	Contact Person	Phone
Boston EMS	51	Chief Jim Hooley	617 343-2367

#### **Ambulance Services with Provider Contract**

Provider contract means an agreement, written or verbal, with an ambulance service to provide primary ambulance response to facilities with health care professionals on site, or to special events or functions with a dedicated ambulance on site. This definition shall not preclude any other category of provider contract that is recognized by the local jurisdiction in a service zone plan.

Alert		
Action		
Don Orione Home	111 Orient Avenue	East Boston
AMR Ambulance Service		
< none at this time >	<back-up agreement="" only=""></back-up>	
Armstrong		
Armenian Nursing	431 Pond Street	Jamaica Plain
Boston College	Boston Campus	Chestnut Hill
Boston University	Boston Campus	Kenmore
Brighton Marine	77 Warren Street	Brighton
Chestnut Park	50 Sutherland Road	Brighton
Kindred Boston	1515 Commonwealth Ave	Brighton
Wingate Boston	100 North Beacon	Brighton

Brewster Ambulance Service	
Arbour Hospital	Jamaica Plain
Bostonian Nursing Care	Dorchester
Codman Square Health Center	Dorchester
Davita Boston	South End
Amory Daycare	Jamaica Plain
Dearborn Ave Daycare	Roxbury
German Center for Extended	West Roxbury
Harborlights Rehab	South Boston
Harvard Vanguard: W Rox	West Roxbury
Harvard Vanguard: Copley	South End
Harvard Vanguard: Kenmore	South End
Jamaica Plain Veteran's Hosp	Jamaica Plain
Laurel Ridge Rehab	Jamaica Plain
Mary Mahoney Dialysis	Roxbury
Mount Pleasant Home	Roxbury
VA Clinic- Causeway	Boston
West Roxbury Veteran's Hosp	West Roxbury

Cataldo Ambulance Service		
Beth Israel Hospital	330 Brookline Avenue	Boston
Hebrew Senior Life	1200 Centre	West Roxbury
East Boston Neighborhood Health	20 Maverick Square	East Boston
Don Orione	111 Orient Avenue	East Boston
TD Bank North	100 Legends Way	Boston
Fenway Park	Yawkey Way	Boston

EasCare Ambulance Service		
Boston Health Care for Homeless	780 Albany Street	Boston
Bostonian Nursing Home	337 Neponset Avenue	Dorchester
Harborlights Rehab / Nursing	804 East 7 <sup>th</sup> St.	South Boston
Laurel Ridge Rehab / Nursing	174 Forest Hills St.	Jamaica Plain
Marian Manor	130 Dorchester Street	South Boston
Stonehedge Rehabilitation	5 Redlands Road	West Roxbury
Radius Specialty Hospital	59 Townsend Street	Roxbury

Fallon Ambulance Service		
Ann's Rest Home	66 Bowdoin Avenue	Dorchester
Arbour- The Boston Center	14 Fordham Road	Allston
Boston Emergency Services Team	85 E. Newton St.	Boston
Burgoyne Rest Home	53 Hartford Street	Dorchester
Bowdoin Street Health Center	230 Bowdoin Street	Dorchester
Bostonian Nursing Home	337 Neponset Street	Dorchester
Boston Dialysis	2100 Dorchester Avenue	Dorchester
Boston Community Medical Group	771 Albany Street	Boston

Cushing Manor Rest Home         20 Cushing Avenue         Boston           Codman Square Health Center         637 Washington Street         Dorchester           Davita - Boston         660 Harrison Avenue         Boston           DCI - Faulkner Dialysis         1153 Centre Street         Boston           E. Boston Neighborhood Health Ctr         10 Gove Street         East Boston           Eich Lindemann Center         25 Staniford Street         Boston           Elder Service Plan-Harbor Health         1135 Morton Street         Mattapan           Franciscan Childrens Hospital         30 Warren Street         Brighton           Geiger Gibson Health Center         250 Mt. Vernon Street         Boston           Harvard Vanguard-West Roxbury         291 Independence Drive         West Roxbury           Harvard Vanguard-West Roxbury         147 Milk Street         Boston           Harvard Vanguard-Kenmore         133 Brookline Avenue         Boston           Hale House NH         273 Clarendon Street         Boston           Lemuel Shattuck Hospital         170 Morton Street         Boston           Laurel Ridge Nursing Home         174 Forest Hills Street         Boston           Laurel Ridge Nursing Home         174 Forest Hill Avenue         Boston           Mattapan Community Health Center	Boston Center for Rehab	1245 Centre Street	Roslindale
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Mattapan Community Health Center1575 Blue Hill AvenueMattapanMassachusetts Eye and Ear Infirmary243 Charles StreetBostonMary Mahoney Dialysis416 Warren StreetBostonMartha Eliot Health Center75 Bickford StreetBostonNew England Baptist Hospital91 Parker Hill AvenueBostonNeponset Health Center398 Neponset AvenueBostonProvidence House Assisted Living180 Corey RoadBrightonRoslindale Health Center4199 Washington StreetRoslindaleRegina Cleri Assisted Living60 William O'Connor WayBostonStandish Village Assisted Living1190 Adams StreetDorchesterSt. Joseph Nursing Care Center321 Centre StreetDorchesterSpaulding-North End Nursing Home70 Fulton StreetBostonSouth End Community Health Center1601 Washington StreetBostonSoloman Carter Fuller (BEST Team)85 East Newton StreetBostonSherrill House135 South Huntington AveJamaica PlainThe Kidney Center888 Commonwealth AvenueBostonThe Boston Home2049 Dorchester AvenueDorchesterUphams Corner Health Center415 Columbia RoadBostonVero Health and Rehab. Parkway1190 VFW ParkwayWest RoxburyVero Health and Rehab. West Roxbury5060 Washington StreetWest Roxbury	Mt. Pleasant Home	301 South Huntington Ave	Boston
Massachusetts Eye and Ear Infirmary243 Charles StreetBostonMary Mahoney Dialysis416 Warren StreetBostonMartha Eliot Health Center75 Bickford StreetBostonNew England Baptist Hospital91 Parker Hill AvenueBostonNeponset Health Center398 Neponset AvenueBostonProvidence House Assisted Living180 Corey RoadBrightonRoslindale Health Center4199 Washington StreetRoslindaleRegina Cleri Assisted Living60 William O'Connor WayBostonStandish Village Assisted Living1190 Adams StreetDorchesterSt. Joseph Nursing Care Center321 Centre StreetDorchesterSpaulding-North End Nursing Home70 Fulton StreetBostonSouth End Community Health Center1601 Washington StreetBostonSoloman Carter Fuller (BEST Team)85 East Newton StreetBostonSherrill House135 South Huntington AveJamaica PlainThe Kidney Center888 Commonwealth AvenueBostonThe Boston Home2049 Dorchester AvenueDorchesterUphams Corner Health Center415 Columbia RoadBostonVero Health and Rehab. Parkway1190 VFW ParkwayWest RoxburyVero Health and Rehab. West Roxbury5060 Washington StreetWest Roxbury	Mattapan Community Health Center		Mattapan
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Spaulding-North End Nursing Home70 Fulton StreetBostonSouth End Community Health Center1601 Washington StreetBostonSoloman Carter Fuller (BEST Team)85 East Newton StreetBostonSherrill House135 South Huntington AveJamaica PlainThe Kidney Center888 Commonwealth AvenueBostonThe Boston Home2049 Dorchester AvenueDorchesterUphams Corner Health Center415 Columbia RoadBostonVero Health and Rehab. Parkway1190 VFW ParkwayWest RoxburyVero Health and Rehab. West Roxbury5060 Washington StreetWest Roxbury	Standish Village Assisted Living	1190 Adams Street	Dorchester
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Soloman Carter Fuller (BEST Team)85 East Newton StreetBostonSherrill House135 South Huntington AveJamaica PlainThe Kidney Center888 Commonwealth AvenueBostonThe Boston Home2049 Dorchester AvenueDorchesterUphams Corner Health Center415 Columbia RoadBostonVero Health and Rehab. Parkway1190 VFW ParkwayWest RoxburyVero Health and Rehab. West Roxbury5060 Washington StreetWest Roxbury	Spaulding-North End Nursing Home	70 Fulton Street	Boston
Sherrill House135 South Huntington AveJamaica PlainThe Kidney Center888 Commonwealth AvenueBostonThe Boston Home2049 Dorchester AvenueDorchesterUphams Corner Health Center415 Columbia RoadBostonVero Health and Rehab. Parkway1190 VFW ParkwayWest RoxburyVero Health and Rehab. West Roxbury5060 Washington StreetWest Roxbury	South End Community Health Center	1601 Washington Street	Boston
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The Boston Home2049 Dorchester AvenueDorchesterUphams Corner Health Center415 Columbia RoadBostonVero Health and Rehab. Parkway1190 VFW ParkwayWest RoxburyVero Health and Rehab. West Roxbury5060 Washington StreetWest Roxbury		135 South Huntington Ave	Jamaica Plain
The Boston Home2049 Dorchester AvenueDorchesterUphams Corner Health Center415 Columbia RoadBostonVero Health and Rehab. Parkway1190 VFW ParkwayWest RoxburyVero Health and Rehab. West Roxbury5060 Washington StreetWest Roxbury	The Kidney Center	888 Commonwealth Avenue	Boston
Vero Health and Rehab. Parkway1190 VFW ParkwayWest RoxburyVero Health and Rehab. West Roxbury5060 Washington StreetWest Roxbury		2049 Dorchester Avenue	
Vero Health and Rehab. West Roxbury 5060 Washington Street West Roxbury	Uphams Corner Health Center	415 Columbia Road	Boston
	Vero Health and Rehab. Parkway	1190 VFW Parkway	West Roxbury
Vero Health and Rehab- Mattapan 405 River Street Mattapan	Vero Health and Rehab. West Roxbury	5060 Washington Street	West Roxbury
	Vero Health and Rehab- Mattapan	405 River Street	Mattapan

Lifeline		
Presentation Manor	10 Bellamy Street	Brighton
Brighton House	170 Corey Road	Brighton
Kindred- Boston	Commonwealth Avenue	Brighton
Parkwell Nursing Home	745 Truman Parkway	Hyde Park
Chestnut Park Nursing Home	50 Sutherland Road	Brighton

McCall's		
Compass on the Bay	1380 Columbia Road	South Boston
Benjamin Healthcare	120 Fischer Avenue	Roxbury
Corey Hill Nursing Home	249 Corey Road	Brighton
Cushing Manor	20 Cushing Avenue	Dorchester
Dorchester House	1353 Dorchester Avenue	Dorchester
Edelweiss Village	2220 Centre Street	West Roxbury
Fairmount Rest Home	172 Fairmount	Hyde Park
German Home for Extended Care	2222 Centre Street	West Roxbury
Home for Little Wanderers	780 American Legion	Roslindale
Kit Clark Senior Center	645 Washington Street	Dorchester
Landmark at Longwood	63 Parker Hill Avenue	Roxbury
Park Place Rehab	113 Central Avenue	Hyde Park
Ruggles Assisted Living	25 Ruggles Street	Roxbury
St. Josephs Rehab/Nursing	321 Centre Street	Dorchester
Standish Village at Lower Mills	1190 Adams Street	Dorchester
The Boston Home	2049 Dorchester Ave	Dorchester
Vero Health and Rehab	1190 VFW Pkway	West Roxbury
Vero Health and Rehab	405 River Street	Mattapan
Vero Health and Rehab	5060 Washington Street	West Roxbury

Professional		
Harvard University		Brighton
MIT Facilities		Back Bay
Zelma Lacey House	9 West School	Charlestown

# **Ambulance Services Providing Back-Up to Boston EMS**<sup>14</sup>

Adequate backup for ambulance service shall consist of, at a minimum, both first and second back-up as defined in 105 CMR 170.385(A)(3)(a) and (b), and shall meet any additional requirements of the applicable service zone plan. Boston EMS has written mutual aid back-up agreements in place with the following services:

Name of Service	#	Contact Person	Phone
	Ambulances		
Action Ambulance	35	Mike Moronka	978 253-2606
American Medical Response	97	Stephen L'Heureux	508 745-8742
Armstrong Ambulance	53	Rich Raymond	781 859-1308
Brewster Ambulance	85	Mark Brewster	617 983-1000
Cataldo Ambulance	61	Ron Quaranto	781 873-4328
EasCare Ambulance	99	G. Davis	617 740-9200
Fallon Ambulance	71	Patrick S Tyler	617 745-2168
Lifeline Ambulance	58	Jonathon Kulis	617 787-1211
McCall's Ambulance	20	Steve McCall	617 288-7772
Professional Ambulance	19	Bill Mergendahl	617 492-2700

 $<sup>^{14}\,</sup>Massachusetts\,\,Ambulance\,\,Service\,\,List:\,\,\underline{http://www.mass.gov/eohhs/docs/dph/emergency-services/ambulance-service-list.pdf}$ 

#### **Designated EFR Services**

EMS First Response Service (EFR Service) means the business or regular activity, whether for profit or not, by a licensed EMS provider, designated as a service zone provider pursuant to an OEMS approved service zone plan for the purpose of providing rapid response and EMS.

Name of Service	# Vehicles	Contact Person	Phone
<none at="" this="" time=""></none>			

#### **Other First Responder Agencies**

First Responder Agency means a police department, a fire department, the state police participating in highway patrol, an emergency reserve unit of a volunteer fire department or fire protection district, or the Commonwealth or any of its political subdivisions that appoints permanent or temporary lifeguards. A first responder agency shall not mean a service that is a licensed EFR Service.

Name of Service	# Vehicles	Agency Website
Boston Fire Department	> 100	BFD Website
Boston Police Department	> 700	BPD Website
MassPort Fire Rescue	> 25	MassPort Fire Rescue Website
Massachusetts State Police	> 1000	MSP Website
Transit Police Department	> 100	<u>Transit Police Website</u>
Boston Centers for Youth and	17 Pools	BCYF Pools Map
Families (lifeguards)	1 Beach	
Department of Conservation	2 Pools	DCR Beaches DCR Pools
and Recreation (lifeguards)	8 Beaches	

#### **Others Trained to Provide Emergency Response**

It would be difficult to list all of the "others trained to provide emergency response" within the City of Boston. In addition to providing ongoing training and professional development for Boston EMS personnel, RTQI personnel are also involved in teaching EMT classes and mentoring high schools across the City. RTQI also provides CPR/AED training to various groups as evidenced by a list of agencies that have received AED training through Boston EMS. A number of personnel from private security firms responsible for protecting large numbers of workers (Prudential Security, Fidelity, John Hancock, etc) have taken training through BEMS. Several of these individuals have gone on to successfully resuscitate cardiac arrest victims at their place of employment. The DelValle Institute provides a wide range of training and fittesting to hundreds of people across the Metro-Boston region.

#### **Ambulance Services with Garage Locations in Boston**

Name of Service	# Vehicles	Contact Person	Phone
Alert Ambulance	9	David Sylvaria	508 674-1143

Armstrong Ambulance	56	Mark Schofield	781 648-0612
Boston College	1	Alex Warshauer	617 552-0050
Boston EMS	51	James Hooley	617 343-2367
Brewster Ambulance	85	Mark Brewster	617 983-1000
Cataldo Ambulance	19	Ron Quaranto	617 616-1328
Children's Hospital Boston	2	Michael O'Melia	617 355-8410
EasCare Ambulance	99	G. Davis	617 740-9200
Fallon Ambulance	72	Patrick S Tyler	617 745-2168
Lifeline Ambulance	9	Jonathon Kulis	617 787-1211
McCall's Ambulance	20	Steve McCall	617 288-7772

# **Automatic / Semi-Automatic Defibrillator Inventory**

The Department of Public Health promulgated amendments to the long term care facility licensure regulations at 105 CMR 150.002(I) that require each nursing facility to put into operation at least one automated external defibrillator (AED) by November 30, 2005. In addition to all long term care facilities in the City, AEDs are also available at hundreds of locations across the City. Public access defibrillation training is an ongoing function at Boston EMS. The Department maintains a database of the location and type of AED reported to Boston EMS. In the spring of 2009, the Department implemented an innovative (at the time) program in which the location of all known AEDs is entered into the Computer Aided Dispatch system. When a caller accesses the 9-1-1 system to report a suspected cardiac arrest, the calltaker will receive a notification that our records indicate an AED is available on the premises. The location information is very specific (e.g. "second floor hallway next to elevator"). The call taker can then prompt the caller to have someone retrieve the device and will provide instructions on its use until the arrival of trained rescuers.

# **PART E: Health Care Facilities**

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. <sup>15</sup>

#### E (1) Hospitals within the Service Zone

Acute Hospital	BETH ISRAEL DEACONESS MED CTR/EAST	330 BROOKLINE AVENUE
Acute Hospital	BETH ISRAEL DEACONESS MED CTR/WEST	ONE DEACONESS ROAD
Acute Hospital	BOSTON CHILDREN'S HOSPITAL	300 LONGWOOD AVENUE
		830-840 HARRISON
Acute Hospital	BOSTON MED CTR CORP MENINO PAVILION	AVENUE
Acute Hospital	BOSTON MED CTR CORP NEWTON PAVILION	88 EAST NEWTON STREET

<sup>15</sup> http://www.mass.gov/eohhs/gov/departments/dph/programs/hcq/healthcare-quality/

	BRIGHAM AND WOMEN'S FAULKNER	
Acute Hospital	HOSPITAL	1153 CENTRE STREET
Acute Hospital	BRIGHAM AND WOMEN'S HOSPITAL	75 FRANCIS STREET
		2100 DORCHESTER
Acute Hospital	CARNEY HOSPITAL	AVENUE
Acute Hospital	DANA-FARBER CANCER INSTITUTE	450 BROOKLINE AVENUE
		1515 COMMONWEALTH
Acute Hospital	KINDRED HOSPITAL - BOSTON	AVENUE
	MASSACHUSETTS EYE AND EAR	
Acute Hospital	INFIRMARY	243 CHARLES STREET
Acute Hospital	MASSACHUSETTS GENERAL HOSPITAL	55 FRUIT STREET
Acute Hospital	NEW ENGLAND BAPTIST HOSPITAL	125 PARKER HILL AVENUE
Acute Hospital	SHRINERS' HOSPITAL FOR CHILDREN	51 BLOSSOM STREET
Acute Hospital	ST ELIZABETH'S MEDICAL CENTER	736 CAMBRIDGE STREET
Acute Hospital	TUFTS MEDICAL CENTER	800 WASHINGTON STREET
Non-acute Hospital	ARBOUR HOSPITAL, THE	49 ROBINWOOD AVENUE
	DR SOLOMON CARTER FULLER MENTAL	
Non-acute Hospital	HEALTH	85 EAST NEWTON STREET
	FRANCISCAN CHILDREN'S HOSPITAL &	
Non-acute Hospital	REHAB	30 WARREN STREET
Non-acute Hospital	HEBREW REHABILITATION CENTER	1200 CENTRE STREET
Non-acute Hospital	LEMUEL SHATTUCK HOSPITAL	170 MORTON STREET
Non-acute Hospital	SPAULDING REHABILITATION HOSPITAL	300 FIRST AVENUE

# E (2) All Receiving Hospitals

# Beth Israel Deaconess Medical Center

330 Brookline Avenue Boston (617) 667-7000

# **Boston Medical Center**

One Boston Medical Center Pl. Boston (617) 638-8000

# Brigham and Women's Hospital

75 Francis Street Boston (617) 732-5500

# Caritas Carney Hospital

2100 Dorchester Avenue Boston (617) 296-4000

# Caritas St. Elizabeth's Medical Center

736 Cambridge Street Boston (617) 789-3000

#### Caritas Norwood Hospital

800 Washington Street Norwood (781) 769-4000

# Children's Hospital

300 Longwood Avenue Boston (617) 355-6000

#### Faulkner Hospital

1153 Centre Street Jamaica Plain (617) 983-7000

#### Massachusetts Eye & Ear Infirmary

243 Charles Street Boston (617) 523-7900

## Massachusetts General Hospital

32 Fruit Street Boston (617) 726-2000

#### Milton Hospital

92 Highland Street Milton (617) 696-4600

#### Mount Auburn Hospital

330 Mount Auburn Street Cambridge (617) 492-3500

#### Newton-Wellesley Hospital

2014 Washington Street Newton (617) 243-6000

#### **Quincy Medical Center**

114 Whitwell Street Quincy (617) 773-6100

# **Tufts Medical Center**

800 Washington Street Boston, MA 02111 617 636-5000

# VA Boston Healthcare System - West Roxbury Division

1400 VFW Parkway West Roxbury (617) 323-7700

# Whidden Memorial Hospital

103 Garland Street Everett (617) 389-6270

List of hospitals within EMS Region IV: <a href="http://mbemsc.org/pages/region-iv/hospital">http://mbemsc.org/pages/region-iv/hospital</a>

# E (3) Affiliate Hospital for Primary Ambulance Service

#### **Boston Medical Center**

One Boston Medical Center Pl. Boston (617) 638-8000

# E (4) Designated Specialty Care Hospitals

Hospital	AT	PT	STR	STMI	Burn	PEDI	ОВ
Beth Israel-Deaconess - West Campus	X		X	X			X
Boston Medical Center- Menino Pavilion	X	X	X	X		X	X
Brigham and Women's	X		X	X	X		X
Carney Hospital			X			X	
Children's Hospital Boston		X	X		X	X	

Faulkner Hospital			X			X	
Massachusetts General							
Hospital	X	X	X	X	X	X	X
Milton Hospital							
_			X				
Mt. Auburn Hospital			X				X
Quincy Medical Center			X				
St. Elizabeth's Medical Center			$\mathbf{X}$	X		$\mathbf{X}$	
Tufts Medical Center	X	X	$\mathbf{X}$	X		$\mathbf{X}$	
West Roxbury Medical Center			X	X			

Legend AT - Adult Trauma PT - Pedi Trauma STR- Stroke Center STMI- ST MI BURN- Burn Center PEDI- Pediatric capabilities OB- Obstetrics

# E(5) Nursing Homes / E(6) Assisted Living Centers

ARMENIAN NURSING & REHABILITATION CENTER  BENJAMIN HEALTHCARE CENTER  BOSTON HOME, INC (THE)  BOSTONIAN NURSING CARE & REHABILITATION CTR  BRIGHTON HOUSE REHAB. & NURSING CENTER  COREY HILL NURSING HOME, INC  DON ORIONE NURSING HOME  GERMAN CENTER FOR EXTENDED CARE  KINDRED NURSING & REHABILITATION-HARBORLIGHTS  LAUREL RIDGE REHAB AND SKILLED CARE CENTER  MARIAN MANOR  PARK PLACE REHABILITATION & SKILLED CARE CENTER  120 FISHER AVENUE  2049-2061 DORCHESTER AVENUE  337 NEPONSET AVENUE  170 COREY ROAD  170 COREY ROAD  249 COREY ROAD  247 COREY ROAD  248 COREY ROAD  249 COREY ROAD  247 COREY ROAD  248 COREY ROAD  249		
BOSTON HOME, INC (THE)  BOSTONIAN NURSING CARE & REHABILITATION CTR  BRIGHTON HOUSE REHAB. & NURSING CENTER  COREY HILL NURSING HOME, INC  DON ORIONE NURSING HOME  GERMAN CENTER FOR EXTENDED CARE  KINDRED NURSING & REHABILITATION-HARBORLIGHTS  LAUREL RIDGE REHAB AND SKILLED CARE CENTER  MARIAN MANOR  2049-2061 DORCHESTER AVENUE  337 NEPONSET AVENUE  249 COREY ROAD  249 COREY ROAD  211 ORIENT AVENUE  2222 CENTRE STREET  804 EAST 7TH STREET  174 FOREST HILLS STREET	ARMENIAN NURSING & REHABILITATION CENTER	431 POND STREET
BOSTONIAN NURSING CARE & REHABILITATION CTR  BRIGHTON HOUSE REHAB. & NURSING CENTER  COREY HILL NURSING HOME, INC  DON ORIONE NURSING HOME  GERMAN CENTER FOR EXTENDED CARE  KINDRED NURSING & REHABILITATION-HARBORLIGHTS  LAUREL RIDGE REHAB AND SKILLED CARE CENTER  MARIAN MANOR  337 NEPONSET AVENUE  249 COREY ROAD  247 FOREY ROAD  248 COREY ROAD  249	BENJAMIN HEALTHCARE CENTER	120 FISHER AVENUE
BRIGHTON HOUSE REHAB. & NURSING CENTER 170 COREY ROAD  COREY HILL NURSING HOME, INC 249 COREY ROAD  DON ORIONE NURSING HOME 111 ORIENT AVENUE  GERMAN CENTER FOR EXTENDED CARE 2222 CENTRE STREET  KINDRED NURSING & REHABILITATION-HARBORLIGHTS 804 EAST 7TH STREET  LAUREL RIDGE REHAB AND SKILLED CARE CENTER 174 FOREST HILLS STREET  MARIAN MANOR 130 DORCHESTER STREET	BOSTON HOME, INC (THE)	2049-2061 DORCHESTER AVENUE
COREY HILL NURSING HOME, INC  DON ORIONE NURSING HOME  GERMAN CENTER FOR EXTENDED CARE  KINDRED NURSING & REHABILITATION-HARBORLIGHTS  LAUREL RIDGE REHAB AND SKILLED CARE CENTER  MARIAN MANOR  249 COREY ROAD  229 COREY ROAD  111 ORIENT AVENUE  2222 CENTRE STREET  804 EAST 7TH STREET  174 FOREST HILLS STREET  MARIAN MANOR  130 DORCHESTER STREET	BOSTONIAN NURSING CARE & REHABILITATION CTR	337 NEPONSET AVENUE
DON ORIONE NURSING HOME  GERMAN CENTER FOR EXTENDED CARE  KINDRED NURSING & REHABILITATION-HARBORLIGHTS  LAUREL RIDGE REHAB AND SKILLED CARE CENTER  MARIAN MANOR  111 ORIENT AVENUE  2222 CENTRE STREET  804 EAST 7TH STREET  174 FOREST HILLS STREET  130 DORCHESTER STREET	BRIGHTON HOUSE REHAB. & NURSING CENTER	170 COREY ROAD
GERMAN CENTER FOR EXTENDED CARE  KINDRED NURSING & REHABILITATION-HARBORLIGHTS  LAUREL RIDGE REHAB AND SKILLED CARE CENTER  MARIAN MANOR  130 DORCHESTER STREET	COREY HILL NURSING HOME, INC	249 COREY ROAD
KINDRED NURSING & REHABILITATION-HARBORLIGHTS 804 EAST 7TH STREET  LAUREL RIDGE REHAB AND SKILLED CARE CENTER 174 FOREST HILLS STREET  MARIAN MANOR 130 DORCHESTER STREET	DON ORIONE NURSING HOME	111 ORIENT AVENUE
LAUREL RIDGE REHAB AND SKILLED CARE CENTER 174 FOREST HILLS STREET  MARIAN MANOR 130 DORCHESTER STREET	GERMAN CENTER FOR EXTENDED CARE	2222 CENTRE STREET
MARIAN MANOR 130 DORCHESTER STREET	KINDRED NURSING & REHABILITATION-HARBORLIGHTS	804 EAST 7TH STREET
	LAUREL RIDGE REHAB AND SKILLED CARE CENTER	174 FOREST HILLS STREET
PARK PLACE REHABILITATION & SKILLED CARE CENTER 113 CENTRAL AVENUE	MARIAN MANOR	130 DORCHESTER STREET
	PARK PLACE REHABILITATION & SKILLED CARE CENTER	113 CENTRAL AVENUE
PARKWELL 745 TRUMAN HIGHWAY	PARKWELL	745 TRUMAN HIGHWAY
PRESENTATION REHAB AND SKILLED CARE CENTER 10 BELLAMY STREET	PRESENTATION REHAB AND SKILLED CARE CENTER	10 BELLAMY STREET
RECUPERATIVE SERVICES-HEBREW REHAB CENTER 1200 CENTRE STREET	RECUPERATIVE SERVICES-HEBREW REHAB CENTER	1200 CENTRE STREET
SHERRILL HOUSE, INC 135 SOUTH HUNTINGTON AVENUE	SHERRILL HOUSE, INC	135 SOUTH HUNTINGTON AVENUE
SPAULDING NURSING & THERAPY CENTER 70 FULTON STREET	SPAULDING NURSING & THERAPY CENTER	70 FULTON STREET
SPAULDING NURSING & THERAPY CENTER 1245 CENTRE STREET	SPAULDING NURSING & THERAPY CENTER	1245 CENTRE STREET

ST JOSEPH REHAB & NURSING CARE CENTER	321 CENTRE STREET
STONEHEDGE HEALTH CARE CENTER	5 REDLANDS ROAD
VERO HEALTH & REHAB OF MATTAPAN	405 RIVER STREET
VERO HEALTH & REHAB OF WEST ROXBURY	5060 WASHINGTON STREET
VERO HEALTH & REHAB, PARKWAY	1190 VFW PARKWAY
WINGATE AT BOSTON	100 NORTH BEACON STREET
ANN'S REST HOME	66 BOWDOIN AVENUE, DORCHESTER
BURGOYNE REST HOME	53 HARTFORD STREET
CUSHING MANOR COMM SUPPORT FACILITY	20 CUSHING AVENUE
FAIRMOUNT REST HOME, INC.	172 FAIRMOUNT AVENUE, HYDE PAR
HALE HOUSE	273 CLARENDON STREET
MT. PLEASANT HOME	301 SOUTH HUNTINGTON AVENUE
SOPHIA SNOW HOUSE	1215 CENTRE STREET

#### E (7) Entertainment Venues

The City of Boston is the capital of Massachusetts and the cultural center of New England. As such, Boston has many entertainment centers with varying levels of health care capabilities onsite. The larger venues, such as Fenway Park, TD Bank North Garden, The Hynes and Boston Convention and Exhibition Centers, The Bank of America Pavilion, university arenas, and Symphony Hall have dedicated first aid rooms or areas. During some events these areas are staffed with medical personnel, private ambulance service coverage, or Boston EMS detail coverage. Other smaller venues, such as theaters and auditoriums, do not typically hire EMS detail coverage.

Boston EMS is generally aware of events occurring at these venues through the licensing process, and evaluates the impact the event may have on the EMS system, as well as on the neighborhood (traffic, etc.). Boston EMS coordinates any anticipated event coverage with the event sponsor and the other public safety agencies.

When Boston EMS is not providing coverage at a venue, and EMS is needed, the venue staff will normally call 9-1-1. Alternatively, a request for service may come from a police officer providing security at the site. The Computer Aided Dispatch system is programmed with a number of "common place" locations both to speed call entry, but also to provide the dispatcher and responding personnel with best access or other site specific information via premise warnings. As described in "Automatic / Semi-Automatic Defibrillator Inventory" in Section D, Boston EMS has added AED information to the special location CAD files so that PSAP personnel can advise a caller reporting a suspected cardiac arrest the location of the nearest AED should one be located in the given facility.

#### E (8) Special Events

Any event that is open to the public, such as a carnival, festival, fair, parade, or other outdoor event at which the public will gather is considered a public event. Persons or parties seeking to

hold public events within the City of Boston must go through a public event permitting process. This process involves completing a Public Event Application describing the event and listing copies of any contracts for sound, stage, cleaning, security, catering or food services. The application must also include proof of permission from the owner of the property where the event will take place.

Applicants will then meet with the City's Special Events Committee.<sup>16</sup> At the Committee, event organizers have the opportunity to meet with the various City departments from which they will be required to obtain approval to hold the event. The Committee will determine if the event is feasible, and will indicate to the applicant what agency approvals are still required. It is important to keep in mind that event organizers are responsible for applying for and obtaining all the individual permits and certificates from the various City departments needed for an event; merely filing the Public Events Application does not satisfy this obligation.

Boston EMS is a member of the City's Special Events Committee and is therefore aware of all special events that have been approved by the City. Our Special Operations Division works closely with members of the Committee to ensure proper planning takes place in anticipation of the events. For example, Boston EMS will have input on which road may / may not be closed during a parade or other large gathering, and ensures the EMS operational plans do not conflict with any plans generated by other City agencies.

The Boston Public Health Commission has enacted regulations regarding Special Events and EMS coverage within the City of Boston. <sup>17</sup> A "special event" is defined as:

- 1. Any event held in the City at which the anticipated attendance is greater than five thousand (5,000) people; or
- 2. Any event held in the City that requires the organizer to complete a City of Boston Public Event Application, or Film Permitting Request; or
- 3. Any event held in the City that because of its nature or the activities performed therein may adversely impact public health or the administration of timely and adequate emergency medical services to event attendees or the surrounding public. Examples of special events include, but are not limited to, professional athletic/sports events, performances, exhibitions, concerts, festivals, marches, parades, processions, road races, contests, and film events.

Notwithstanding any provision of this regulation, the term "Special Event" shall not include:

i. An event held by a governmental agency, including but not limited to events sponsored by the City,

<sup>&</sup>lt;sup>16</sup> For more information on entertainment licensing process within the City of Boston, go to: http://www.cityofboston.gov/consumeraffairs/entertainment.asp

<sup>&</sup>lt;sup>17</sup> BPHC "Emergency Medical Services Regulation", Adopted October 1, 2009. Available at: http://www.bphc.org/boardofhealth/regulations/Documents/Boston Emergency Medical Services Regulation.pdf

- ii. certain expressive activity protected by the laws of Massachusetts and the United States; or
- iii. An event having an anticipated attendance of less than one hundred (100) people.

# SECTION 1. PLANNING, GUIDANCE, AND COORDINATION OF EMS SERVICES

- 1. The Commission, through Boston EMS the primary ambulance service for the City of Boston, shall plan, guide, and coordinate emergency medical services for the City under the direction of and at the discretion of the Executive Director pursuant to General Laws Chapters 111 App. §2-1 et seq., 111C and the EMS Service Zone Plan for Boston, Massachusetts as approved by the Massachusetts Department of Public Health.
- 2. Boston EMS shall coordinate necessary emergency medical services within the City of Boston, which shall include but are not limited to the following:
  - a. Service accessibility through the designated emergency telephone numbers;
  - b. Telecommunications screening to determine an appropriate EMS response for each call for emergency medical services received;
  - c. Pre-hospital assessment, treatment, and transport;
  - d. Access to appropriate health care facilities in the City including trauma centers within the City or its neighboring communities;
  - e. Planning, coordination and implementation of emergency medical services, including patient tracking, during mass casualty incidents, natural disasters, mass meetings, declared states of emergency and for certain special events;
  - f. Development and implementation of protocols for the effective use of SAEDs, including training for the public on defibrillation services;
  - g. Establishment of reporting requirements for acute-care hospitals in the City for training and quality assessment and improvement of health outcomes;
  - h. Development of a standardized patient data collection system which covers all phases of the EMS system in the City; and,
  - i. Periodic review and evaluation of EMS services.

#### SECTION 2. SPECIAL EVENT EMS COVERAGE REQUIREMENTS

# 2.1 Purpose

The Commission enacts the following regulation to establish procedures for determining what emergency medical services are needed for special events in the City and ensuring that such emergency medical services are provided.

# 2.2 Special Event Requirements

- 1. An organizer must obtain EMS special event coverage as determined by Boston EMS in accordance with the provisions of this regulation.
- 2. An organizer must provide written notice to the Commission of the size, nature, duration, location of the event, and any other information regarding the special event as may be required, at least fifteen (15) days in advance of the first day of the special event, unless such notice is waived by the Commission. The Commission may determine the form on which such notice shall be made.
- 3. Upon notification of a special event, the Commission will determine what, if any, EMS special event coverage is required. If EMS special event coverage is required, the Commission will inform the organizer what EMS special event coverage is required and specify acceptable coverage provider or providers.
- 4. The organizer must remit to the Commission the required fees for any EMS special event coverage that will be provided by Boston EMS. If any EMS special coverage will be provided by any other provider or providers, the organizer must submit proof acceptable to the Commission that the organizer has obtained such coverage prior to the event.
- 5. After the organizer has successfully complied with all applicable provisions of this regulation, the Commission will certify that the organizer has fulfilled the EMS coverage requirements of this regulation for the special event to take place.
- 6. The Executive Director is hereby authorized to establish fee scales for the issuance of a certification of an event which may vary according to size of the event.
- 7. Whoever violates any provision of Section 2 of this regulation shall be subject to a fine and the cost of any EMS special event coverage assigned to the event.

#### E (9) Other

Boston is a large urban center with many unique locations to which Boston EMS may respond in the event of an emergency. These include the Prudential Building, the John Hancock Building, and other high rises, the Nashua Street and South Bay Jails, Logan Airport, municipal and private schools, universities, cruise ships, the South Postal Annex, MBTA and Amtrak Stations, and more. These special locations may have some healthcare trained individuals on site with capabilities ranging from a traditional school nurse to the Massport Fire Rescue Department.

When a call from one of these locations is received at the PSAP, CAD recognizes the address as a special location and if available, will provide best access and other venue specific information (i.e. hazardous materials on site, etc.) to both the dispatcher and responding field units.

# E (10) Health Centers

# **Boston HealthNet Locations**

# **Codman Square Health Center**

637 Washington Street Dorchester 617-825-9660

#### **Dorchester House Multi-Service Center**

1353 Dorchester Avenue Dorchester 617-288-3230

## **East Boston Neighborhood Health Center**

10 Gove Street East Boston 617-569-5800

#### **Geiger-Gibson Community Health Center**

250 Mount Vernon Street Dorchester 617-288-1140

#### **Greater Roslindale Medical and Dental Center**

4199 Washington Street Roslindale 617-323-4440

#### **Harvard Street Neighborhood Health Center**

632 Blue Hill Avenue Dorchester 617-825-3400

#### **Health Care for the Homeless**

780 Albany Street

# Boston 857-654-1000

#### **Martha Elliot Health Center**

75 Bickford Street Jamaica Plain, MA 02130 617-971-2320

# **Mattapan Community Health Center**

1425 Blue Hill Avenue Mattapan 617-296-0061

# **Neponset Health Center**

398 Neponset Avenue Dorchester 617-282-3200

# **Roxbury Comprehensive Community Health Center**

435 Warren Street Roxbury 617-442-7400

# **South End Community Health Center**

1601 Washington Street Boston 617-425-2000

# **South Boston Community Health Center**

409 West Broadway South Boston 617-269-7500

#### **Upham's Corner Health Center**

415 Columbia Rd. Dorchester 617-287-8000

## Whittier Street Neighborhood Health Center

1125 Tremont Street Roxbury 617-989-3215

#### **Boston Health Care-Homeless**

790 Albany Street Roxbury, , MA 02118 857-654-1000

729 Massachusetts Ave Ste 3 Boston, MA 02118 617-414-7999

# **Bowdoin St Community Health Center**

230 Bowdoin Street Dorchester, MA 02122 617-754-0100

# **Brigham and Women's Hospital**

# **Brookside Community Health Center**

3297 Washington Street, Jamaica Plain, MA 02130 617-522-4700

#### Southern Jamaica Plain Health Center

640 Center St Jamaica Plain, 02130 617-983-4100

### **Dimmock Community Health Center**

55 Dimock Street Roxbury, MA 02119 Phone: 617-442-8800

# **Fenway Community Health Center**

1340 Boylston Street Boston, MA 02115 617-267-0900

#### **Greater Roslindale Medical Center**

4199 Washington Street Roslindale, MA 02131 617-323-4440

# **Harbor Family Health Center**

37 Devine Way South Boston, MA 02127 617-269-0312

#### **Harvard Vanguard**

165 Dartmouth St Boston, MA 02116 617-859-5000

#### Kenmore

133 Brookline Avenue Boston, MA 02215 617.421.1000

# **Post Office Square**

147 Milk ST Boston, MA 02109 617-654-7000

#### **West Roxbury**

291 Independence Drive West Roxbury, MA 02467 617-325-2800

#### **Joslin Diabetes Center and Joslin Clinic**

One Joslin Place Boston, MA 02215 617-732-2400

#### **MGH**

# **MGH Back Bay**

388 Commonwealth Ave

Boston, MA 617-267-7171

#### **MGH Charlestown**

73 High ST Charlestown, MA 617-724-8135

# **North End Community Health Center**

332 Hanover Street Boston, MA 02113 Phone: 617-643-8000

# **Roxbury Comprehensive Community Health Center**

435 Warren St Roxbury, MA 02119 617-442-7400

# **South Cove Community Health Center**

885 Washington St Boston, MA 02111 617-482-7555

# **Southern Jamaica Plain Community Health Center**

640 Center St Jamaica Plain, MA 02130 617-983-4100

# **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).

# **Primary PSAP Identification**

Boston Police Department- Operations Section 1199 Tremont Street; 4-North Boston, MA 02120

**PSAP Operation by: Boston Police / EMS** 

PSAP Info	<b>Boston Police Department</b>	Boston EMS
<b>Contact Info:</b>	Deputy Supt. Michael Cox	Deputy Supt. Joseph O'Hare
	Commander, Operations	Commander, Dispatch OPS
	Boston Police Department	Boston EMS
	1199 Tremont Street	785 Albany Street
	Boston, MA 02120	Boston, MA 02118
	617 343-4680	617 343-1400 / 617 343-7243 (fax)
Staffing	Day: 10 Calltaker; 7 Dispatcher	6 Telecommunicator; 1 Supervisor
	Eve: 10 Calltaker; 7 Dispatcher	6 Telecommunicator; 1 Supervisor
	Night: 8 calltaker; 6 Dispatcher	5 Telecommunicator; 1 Supervisor
EMD Use	None	All Dispatch OPS personnel trained /
		certified in APCO EMD

#### **Primary PSAP Overview**

The Boston Emergency Medical Services (BEMS) Dispatch Operations Division is part of the Primary PSAP at Boston Police Headquarters. Emergency calls for assistance are received in a number of ways: wire-line 9-1-1 calls are first answered by a Boston Police call taker and if determined the call is medical in nature, an intra-PSAP transfer connects the caller to the BEMS Telecommunicator; wireless 9-1-1 calls may be first answered by one of the Massachusetts State Police PSAPs and if determined the call is in Boston and medical in nature, an inter-PSAP transfer (via dedicated trunks) connects the caller to the BEMS Telecommunicator; ten digit emergency calls are received directly by the BEMS Telecommunicator.

#### **Emergency Medical Dispatch**

Boston EMS is certified by the Commonwealth of Massachusetts State 911 Department as the designated EMD resource for the City of Boston. All emergency medical calls for assistance received at the Primary PSAP are provided Emergency Medical Dispatch (EMD) in accordance with APCO (Association of Public-Safety Communications Officials) and under the authority of the Medical Director for the City of Boston. APCO's EMD Program is compliant with National Highway Traffic and Safety Administration (NHSTA) and American Society for Testing and Materials (ASTM) Standards. EMD includes a question scenario format that first confirms the address of the incident and phone number, and then immediately determines whether the event is potentially life threatening, whether the patient is conscious, whether the patient is breathing, and whether the patient is breathing adequately. When a call is deemed potentially life threatening, an incident is created in the Computer Aided Dispatch (CAD) system and, based on the type code, simultaneously copied with police and/or fire department first responders. If the "All Callers" questions have ruled out a life threatening emergency, EMD then provides a formatted series of questions, by category of complaint, to help determine the nature of the problem, an associated type code to drive dispatch of the closest, most appropriate unit(s), and pre-arrival instructions to empower the caller to render assistance until help arrives. EMD quality assurance/quality improvement (QA/QI) is regularly performed to ensure consistent performance or identify system issues needing improvement.

# **Computer Aided Dispatch**

BEMS shares a common CAD system with the Boston Police and Fire Departments. Ongoing planning provides type codes that drive joint agency responses when necessary, and when type codes are updated as additional information is received. Unit status changes can be monitored by any given agency, and information updates entered in CAD are automatically provided, as necessary, to responding units of all agencies, providing a common operating picture for multiagency responses. CAD also supports mobile data for all agencies, with interoperable "data" messaging terminal-to-terminal. Integration of BEMS Automatic Vehicle Location (AVL) information (using Global Positioning System, or GPS location information from the EMS field units) is integrated with the CAD system to provide dynamic (vs. static post/station location) recommendation of the closest, most appropriate unit(s), presented on a CAD-AVL map display.

#### **Secondary / Backup PSAP Identification**

Boston Fire Department- Fire Alarm Division 59 Fenway Boston, MA 02115

#### **PSAP Operation by:** Boston Fire Department

<b>PSAP Agency:</b>	Boston Fire Department
<b>Contact Info:</b>	Superintendent Peter Clifford, Fire Alarm
	Boston Fire Department
	59 Fenway
	Boston, MA 02115
	617 343-2060
	Peter.Clifford@boston.gov
Staffing	Day (08:00-18:00): 5
	Night (18:00-08:00): 5
EMD Use	None

#### **Metro-Boston CMED**

CMED, an acronym for Coordinated Medical Emergency Direction, is a concept initiated in the early 1970's under the Federal Emergency Medical Services System Act of 1973. A CMED Center is a resource organization that provides specialized communications functions for hospitals and ambulances. CMEDs provide a vital role in monitoring EMS communications.

The statewide EMS radio network is comprised of discrete regional radio systems. Each system has the following components: a CMED center, associated ambulance services, hospitals, rescue squads, and municipal agencies. The system is designed to meet local needs but adheres to a common design strategy that will afford compatibility across regional boundaries and the interconnection of systems into the statewide network. Operational and medical communications are primarily accomplished via two-way land mobile radio, which usually operates VHF and UHF channels.

Metro-Boston CMED provides coordination of EMS telecommunications throughout the 61 cities and towns in the metropolitan Boston area that comprise Massachusetts EMS Region IV. The center is located within the Boston EMS Dispatch Operations Center and staffed 24 hours a day with specifically trained EMT-Telecommunicators. Functions of Metro-Boston CMED include:

- Managing EMS channel usage within the region;
- Coordinating channel management with neighboring CMEDs as a part of the statewide network;

- Serving as a clearinghouse for EMS resource status information (e.g., emergency room diversions, loading, bed status, specialty care facilities, ambulances, etc.);
- Monitoring the radio traffic to determine the quantity and quality of transmissions and to detect and resolve outages;
- Providing Command/Control/Communications/Intelligence (C<sup>3</sup>I) functions during mass casualty or disaster responses in cooperation with authorized scene commanders and medical control physicians;
- Coordinating EMS with other public safety agencies through the use of radio channel patch capabilities to link mobile units with hospitals;
- Providing general assistance as requested by any EMS agency in accordance with system procedures;
- Aiding out-of-region ("foreign") ambulances and other EMS units entering or passing through the region.

Since the primary function of the CMED system is linking pre-hospital EMS providers and hospitals for the purposes of medical communications, it is not considered among the tactical interoperable communications options available to the Incident Commander. However, CMED may be used for Medical Branch Incident Command to request regional assistance such as resource and mutual aid requests, staging and loading coordination, hospital point of entry designation, etc.

## **Metro-Boston Homeland Security Region Interoperability**

The purpose of the Metro-Boston Homeland Security Region (MBHSR) Public Safety Communications Interoperability project is to ensure that MBHSR first responders have the ability to share data and communicate at optimal efficiency, in real time, across jurisdictions and disciplines. Increased communications interoperability enables more effective emergency response during day-to-day operations and large-scale events. The mission of the MBHSR communications interoperability project is to improve regional communications interoperability among first responder agencies and improve the efficiency and effectiveness of the region's overall response capabilities.

Towards that end, the participating agencies have created a Standard Regional Channel Plan for Communications Interoperability that will allow for other regional agencies to transmit and receive on their licensed frequencies. This plan (as modified and agreed to) with associated radio frequencies is to be installed on all portable, mobile and dispatch center radios as appropriate for the purpose of regional communications interoperability.

#### **Boston Ambulance Mutual Aid (BAMA) Radio**

The Boston EMS Ambulance mutual aid (BAMA) channel is engineered to afford inter-dispatch center communication between Boston Emergency Medical Services and its back-up providers. A UHF multi-site conventional network operating narrow band with analog and encrypted digital communication, BAMA is used to request mutual aid assistance and coordinate the response of additional medical resources.

# **Boston Health Center & Hospital Radio Network**

Boston Metropolitan Medical Response System (MMRS), in conjunction with the City of Boston, established the Boston Health Center & Hospital Radio Network to afford command center communications between the Boston Public Health Commission, affiliated health centers, hospitals, and the Boston Emergency Medical Services (BEMS). Utilizing the City of Boston 800 Mega Hertz (MHz) network (trunking and conventional), it is designed for coverage within the City of Boston. The network may be used to ensure day-to-day communication in the event of a local or network telephone outage, provide command and control communication during emergency events, or request assistance and coordinate the response of additional medical resources.

#### **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.

## **Medical Control Inventory**

Provider	Affiliate Hospital	Medical Director	Contact
Boston EMS	Boston Medical Center	Dr. Sophia Dyer	617 343-2367

#### **Standard of Care**

Boston EMS must first and foremost operate as a professional medical service. As such, members providing patient care services are held accountable to a standard of care in the same manner as are all other patient care providers.

The standard of care for Boston EMS has several components. The first component is the force of law standard. This is the standard imposed by Massachusetts General Law Chapter 111c, regulating ambulances and ambulance services and regulations hereinafter promulgated.

The next element is the standard of ethics by which an EMT or Paramedic is bound not to disclose details of patient history and/or treatment except as authorized to other professionals involved with patient care or as required by law.

The EMT and paramedic have a moral obligation to provide the best care possible to each patient he/she attends, as determined by the limits of his/her training, without regard for the patient's age, sex, religion, sexual orientation, or ability to pay.

Finally, Boston EMS has established institutional standards. These standards are described in the Statewide Treatment protocols issued by the Massachusetts Office of Emergency Medical Services, and by the Medical Director of Boston EMS.

### **Advanced Life Support Affiliation Agreement**

This Agreement is made and entered into on January 1, 2016 between the Boston Public Health Commission acting through its Emergency Medical Services bureau (the Ambulance Service) and the Boston Medical Center (the Hospital).

#### **Preamble:**

- The Ambulance Service is licensed to provide pre-hospital Advanced Life Support (ALS-Paramedic) emergency medical services 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 Ambulance Service to deliver ALS at the Paramedic level; and
- The Hospital is equipped and committed to providing medical oversight services in accordance with 105 CMR 130.1501-1504 and as described herein for the provision of pre-hospital ALS-Paramedic care by the EMTs certified to provide ALS care employed by the Ambulance Service; and
- The parties are committed to meeting the requirements of the Massachusetts Department of Public Health's (Department's) Emergency Medical Services Regulations, 105 CMR 170.300, regarding affiliation agreements between an ambulance service licensed to provide Advanced Life Support services and a hospital with an Emergency Department staffed by physicians 24 hours per day, in order to establish an effective plan for medical oversight.

#### THE PARTIES AGREE AS FOLLOWS

#### The Ambulance Service Agrees:

- 1. To staff its ambulances assigned to provide ALS services with EMTs fully trained, oriented and certified at the appropriate ALS level.
- 2. To equip all ALS-Paramedic ambulances with the communication, treatment, and monitoring equipment required by the Department and the Hospital in order to provide effective EMS at the level of care for which the ambulance service is licensed.
- 3. To provide patient care in accordance with the Statewide Treatment Protocols and any OEMS approved special project waivers.
- 4. To participate in the quality assurance/quality improvement (QA/QI) program operated under the direction of the Affiliate Hospital Medical Director, and in accordance with requirements of this Agreement.
- 5. To notify the Medical Director of all certified EMTs requiring authorization to practice.

- 6. To notify the Medical Director of all personnel changes involving certified EMTs who will provide pre-hospital ALS.
- 7. To provide the Medical Director with information regarding any certified EMTs who provide ALS care against whom there has been any disciplinary action taken by the Department, and/or for whom any remediation has been ordered or indicated.
- 8. To ensure that its certified EMTs are providing ALS care in accordance with the Medical Director's authorization to practice.
- 9. To provide the Medical Director with a copy of its current dispatch protocols.
- 10. To provide the Medical Director with a copy of all trip records, incident reports and, upon request, any other pertinent patient care related documents and data, related to the Ambulance Service's provision of pre-hospital EMS in cases in which ALS was requested, even if not provided.
- 11. To ensure its certified EMTs providing ALS care participate in remediation, training and retraining, as necessary, under the oversight of the Medical Director, or his or her designee.
- 12. To follow Regional point-of-entry plan(s) approved by the Department and other relevant regulations, policies and administrative requirements of the Department.
- 13. To obtain those Schedule II-IV controlled substances indicated in the Statewide Treatment Protocols or special project waivers from the hospital and to adhere to the hospital's policies in regard to handling, dispensing, disposal and accounting of such substances.

#### The Hospital Agrees:

- 1. To provide medical control oversight to Boston Emergency Medical Services personnel.
- 2. To designate a medical director (Medical Director), who shall have authority over the clinical and patient care aspects of the Ambulance Service's provision of pre-hospital ALS services, including but not limited to the authorization to practice of its EMS personnel, and the denial or withdrawal of such authorization to practice.
- 3. To provide on-line medical direction in accordance with the Statewide Treatment Protocols 24 hours a day, seven days a week, by a hospital-based physician(s).
- 4. To comply with the State EMS Communication Plan regarding medical direction communications.
- 5. To operate, under the direction of the Medical Director, an effective quality assurance/quality improvement (QA/QI) program, in which on-line medical direction physician(s) and/or designees shall participate.
- 6. To operate said QA/QI program in accordance with QA/QI standards and protocols.
- 7. 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 Ambulance Service's provision of patient care in cases in which ALS services were requested, whether ALS services were provided or

- not. Such review shall take place on an ongoing, regular basis through the ambulance service's Research, Training, and Quality Improvement Division.
- 8. In conjunction with the Boston Emergency Medical Service Research, Training, and Quality Improvement Division, operate a program for skill maintenance and review for each of the Ambulance Service's certified EMTs providing ALS care, in accordance with standards and protocols for effective skill maintenance and review.
- 9. To ensure each of the Ambulance Service's certified EMTs providing ALS care have access to remediation, training and retraining, as necessary, under the oversight of the Medical Director, or his or her designee. Such access to remediation, training and retraining shall at minimum include the provision of additional clinical and/or didactic training; skill maintenance in ER, OR, ICU, or simulation laboratory setting; participation in research projects; or other means as deemed necessary and appropriate by the Medical Director.
- 10. To provide regular consultation opportunities between its medical and nursing staffs and the Ambulance Service's certified EMTs providing ALS care to review and discuss various aspects concerning the performance of the Ambulance Service's delivery of ALS care. To make available members of the Hospital's clinical staff for case review and other clinical-related educational programs. In addition, the Hospital shall provide at least one hour of clinical care review rounds and chart reviews during six of the monthly training sessions at Boston EMS Training Division at such times as shall be mutually agreed.

# **Both Parties Agree:**

- 1. To implement and maintain a program for skill maintenance and review of the Ambulance Service's certified EMTs providing ALS care, in accordance with standards and protocols for effective skill maintenance and review.
- 2. To implement and maintain a procedure by which a Hospital physician can maintain recorded direct verbal contact with the EMT regarding a particular patient's condition and order, when appropriate, the administration of a medication or treatment for that patient.
- 3. To be responsive to the other party's concerns and needs, acting in a timely manner to resolve all problems and meet reasonable needs.
- 4. To review this document at least annually, and make any updates necessary to ensure it is consistent with current practice.
- 5. To notify the Department of Public Health's Office of Emergency Medical Services in writing should any changes occur altering the specifics of the agreement.

#### **Notices:**

Notices required hereunder shall be in writing and by first class mail to the following addresses:

To the Hospital: Boston Medical Center 818 Harrison Avenue Boston, MA 02118

Attn: Chief Executive Officer

To the Ambulance Service:
Boston EMS
785 Albany Street
Boston, MA. 02118

Attn: Professional Standards

#### Term:

This agreement shall expire no later than 24 months from the date this agreement was entered into, as set forth 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 Ambulance Service with six (6) months prior written notice, with or without cause.

# **PART H: Operational Plan for EMS Response**

**105 CMR 170.510 (H)**: Please explain your operational plan for coordinating the use of all EMS resources

- Primary ambulance service
- Designated EMS first response (EFR) services, if any
- First responder agencies Ambulance services with private provider contracts
- Primary ALS service, if any -- in the service zone

This can be done by diagram or text or both.

The operational plan must:

- a) Explain how all EMS resources are to be used, and
- b) How the service zone shall ensure the response of the closest appropriate available EMS resources.

Pursuant to 170.510, the Operational Plan may not include criteria for notification and dispatch of a designated EFR service to health care facilities licensed by the Department:

- a) Where there is a licensed health care professional 24 hours per day, seven days per week,
- b) AND where there is a provider contract in place to provide primary ambulance response.

# **Boston EMS Organization and Administration**

Boston EMS is structured into a series of organizational components that represent functional groupings of employees performing similar activities. This structure provides management with a means of assigning responsibility for performance of a group of functions to a single supervisor or manager, and clarifies to whom specific employees are accountable.

The structure of the organization is management's mechanism for bringing together and coordinating resources to accomplish goals and objectives. The Chief of Department may establish any organizational units and assign functions as deemed necessary to support the effective and efficient accomplishment of the agency's goals, objectives, responsibilities, and functions. The Department will establish a table of organization, which will be periodically updated to reflect changes and will be made available to all department personnel.

### **BEMS System Overview**

Boston EMS is the lead agency for the provision of emergency medical services for the City of Boston. The Boston emergency medical services system is comprised of public and private organizations that provide a comprehensive delivery of pre-hospital and in-hospital emergency medical care. Boston EMS is responsible for the management of the pre-hospital component: first responders, Basic Life Support, Advanced Life Support, and telecommunications. Private and municipal ambulance services provide back-up support through mutual aid agreements as needed. The Conference of Boston Teaching Hospitals is a consortium of local hospitals and their EMS departments. Boston EMS and the Conference of Boston Teaching Hospitals are

continually evaluating and improving the delivery of emergency care especially in the area of multiple casualty preparedness.

- 1. *Coordination of Scene Care* Working closely with other public and private agencies, EMS personnel shall direct and coordinate the provision of emergency medical care on scene and en route to a hospital.
- 2. *Pre-Hospital Communications* Communication between units and/or with a hospital emergency department is accomplished by a multi-channel ultra-high frequency (UHF) radio coordinated by the Boston EMS Dispatch Operations Center.
- 3. **Basic Life Support Ambulances** Basic Life Support ambulances are deployed in districts throughout the Cityand respond to all types of medical emergencies. District ambulances are staffed by Boston EMS certified EMTs who administer Basic Life Support skills. EMTs are also trained in telecommunications, emergency vehicle operation, infection control, multiple casualty incident management, hazardous material and mass casualty incident (MCI) management.
- 4. Advanced Life Support Ambulances Advanced Life Support ambulances are deployed in zones and respond primarily to emergencies considered life-threatening or urgent. Boston EMS certified Paramedics who staff the ALS units are certified to administer intravenous, subcutaneous, and endotracheal medication; to interpret cardiac arrhythmias, defibrillate, and perform synchronized cardioversion; to perform endotracheal intubation; and to perform other Advanced Life Support techniques as required.

#### **Chain of Command**

There are two functional chains of command: operational and clinical. The operational chain of command describes the levels of responsibility and authority concerning administrative and procedural matters (e.g., the adherence to rules and regulations contained in this manual). The clinical chain of command describes the levels of responsibility and authority according to the degree of clinical training and certification (e.g., Basic Life Support and Advanced Life Support).

#### Operational Chain of Command

The following are named by title and are listed according to authority and responsibility in descending order:

- Chief of Department
- Superintendent in Chief
- Superintendent
- Deputy Superintendent
- Captain
- Lieutenant
- BEMS EMT-Paramedic
- BEMS EMT-Basic
- BEMS Recruit

#### Clinical Chain of Command

The following are named by title and are listed according to authority and responsibility in descending order:

- Medical Director
- Associate Medical Director
- BEMS EMT-Paramedic
- BEMS EMT-Basic
- BEMS Recruit

### **Unity of Command**

Each member is accountable to only one supervisor at any given time. Each member shall be responsible or accountable to his regular immediate supervisor, except when working on a special assignment, incident, or temporarily assigned to another unit. In such cases, the member shall be accountable to the supervisor in charge of the assignment or incident. Similarly, each organizational component shall be under the direct command of only one supervisor as shown on the Department organizational chart. At times, a commanding officer may be required to give a lawful order to a member or component that is outside of his normal chain of command. In such cases, rank will be respected and the order shall be obeyed. Employees will be given commensurate authority to accomplish their responsibilities. Each employee will be held accountable for the use of delegated authority. Supervisory personnel are accountable for the activities of employees under their immediate supervision and control.

# **Command of Joint Operations**

When two or more components within the Department are engaged in a joint operation, the person in charge shall be clearly identified to all participants at the beginning of the operation.

#### **Succession of Command**

In order to ensure continuity of command, section Commanders or managers have the authority to designate a temporary replacement for short-term absences due to vacation, training, etc. subject to approval of the Chief of Department. In the absence of the Chief, the Superintendent in Chief will act for the Chief and with his authority. The succession of Command will continue through the chain of command based on position and seniority, unless otherwise directed by competent authority. An Acting Chief is authorized to carry out all powers, authority, and duties conferred upon the Chief, except promoting or demoting a member of the Department without the authorization of the Chief or Executive Director of the Public Health Commission.

#### **Concepts of Integrated Emergency Management**

- 1. Mitigation
  - a. Preventative Health & Safety programs.
  - b. Private sector Semi-Automatic External Defibrillator (SAED) introduction.
  - c. Corporate linkage for disaster planning.

#### 2. Preparedness

- a. Research and develop resource lists for services that may need to be provided during an emergency.
- b. Develop and implement plans, training and exercises at regular intervals, to ensure system competence in mass casualty response.
- c. Develop and maintain mutual aid agreements or memorandums of understanding.
- d. Maintain adequate medical supplies for emergency use.

#### 3. Response

- a. Activate Incident Command System (ICS) and assume medical command of the incident.
- b. Patient triage and tagging.
- c. Patient decontamination assurance.
- d. Patient stabilization by definitive medical care.
- e. Medical communications and coordination.
- f. Patient transportation and sheltering.
- g. Patient record keeping.
- h. Medical intelligence and patient information interpretation.
- i. Public health system surveillance and integration.

#### 4. Recovery

- a. Coordination of specialized health & emergency medical services.
- b. Compilation of health reports for city, state, and federal agencies.

# **BOSTON CMED**

- 1. Coordinates all medical communications.
- 2. Determines hospital critical care bed status and maintains hospital disaster level patient capacity.
- 3. Activates area hospital notification radio network on VHF frequency 155.280 MHz.
- 4. Secure appropriate medical destination for all patients.
- 5. Orders hospital destination upon request of Loading Officer.
- 6. Maintains records of number and destination of transported patients.
- 7. Coordinates on-line physician direction for on-scene EMS personnel.
- 8. Determines, as needed, availability of critical care space in hospitals in neighboring communities.
- 9. Coordinates ambulances, including air and maritime ambulances, for redistribution of patients to / from Boston hospitals.

#### **BOSTON MEDICAL CENTER**

- 1. Provides on-line physician control for on-scene EMS personnel.
- 2. Activates internal Emergency Plan commensurate to the incident phase.
- 3. Disaster Chief, Boston Medical Center
  - a. Supervises all aspects of hospital based medical treatment during disaster.
  - b. Implements internal disaster plan.

#### **Direction and Control**

The Chief of Department of Boston EMS, in close consultation with the Medical Director holds statutory responsibility for all aspects of emergency medical response in the City of Boston. Consequently, any department, unit, agency or company that provides EMS personnel or EMS support to the City of Boston falls under the control of the Boston EMS Incident Commander or his/her designee.

#### **Administration and Logistics**

#### A. Boston Medical Center

Boston Medical Center will serve as the Medical Command Center for the City's medical response during an emergency situation. The Disaster Chief, staff, and support staff will coordinate the medical response with EMS and all other hospitals. Continuous communications should be maintained with the Boston EMS Dispatch Operations Center and the City of Boston Emergency Operations Center (EOC).

# B. Bed Status Report

Boston EMS will determine the number of hospital beds available for emergency use. Bed Status reports will specify the number of intensive care and general hospital beds available immediately, and additional beds that could be available after feasible discharges, transfers to nursing homes and to hospital holding areas. Bed Status reports should be updated regularly and forwarded through Boston CMED.

# C. Public Information

The Boston Public Health Commission Communications Office is responsible for providing information concerning health and medical operations, concerns or alerts to all media outlets and the public in general.

#### D. Non-Discrimination

Discrimination on any grounds including, race, color, religion, nationality, sex, age, or economic status in the execution of Emergency Medical Services will not be tolerated.

#### **Primary Ambulance Response**

No ambulance service shall provide primary ambulance response within the City of Boston unless it is acting pursuant to a service zone agreement or agreement to provide back-up services. When an ambulance service other than Boston EMS receives a call to provide primary ambulance response within the City of Boston that is not pursuant to a provider contract and a service zone agreement, it must immediately refer the call to Boston EMS. (170.355.B.1 + 4)

When an ambulance service with a provider contract providing primary ambulance response pursuant to a service zone agreement receives a call for primary ambulance response, if it believes at the time the call is received that it cannot meet the service zone standards for primary ambulance response, the ambulance service must immediately refer the call to Boston EMS, unless otherwise provided in this service zone or service zone agreement. (170.355 B.3)

#### **Provider Contracts to Respond to Emergencies**

All services shall provide written notification to Boston EMS of all provider contracts they have for primary ambulance response within the City of Boston service zone. Services shall provide notice to Boston EMS, at a minimum, when an initial provider contract is established, a provider contract is terminated or renewed, or any changes are made to the provisions of a provider contract relating to emergency calls. For contracts to provide coverage at special events, including multi-jurisdictional special events, at venues with which the service does not have a prior existing provider contract for primary ambulance response on a regular basis, advance written notice shall be provided to all jurisdictions implicated by the events. Such notification may be made to: <a href="mailto:ServiceZone@BostonEMS.org">ServiceZone@BostonEMS.org</a> or by contacting the individual(s) listed in Part A as being responsible for monitoring compliance with the service zone plan. Boston EMS shall execute a service zone agreement with each ambulance service that notifies it, in accordance with 105 CMR 170.248, that the ambulance service has a provider contract for primary ambulance response in the City of Boston. (170.248)

## **Long Term Care Facilities Requesting EMS**

105 CMR 150.002 (H) requires that the administrator shall develop and implement policies and procedures governing emergency transport. Such policies and procedures shall include criteria for deciding whether to call the emergency telephone access number 9-1-1 or its local equivalent, or a contracted private ambulance service provider, if any, in response to an emergency medical condition. The criteria for determining whether to call 9-1-1 versus the contracted provider shall address such factors as the nature of the emergency medical condition, and the time to scene arrival specified in relevant agreements with the contracted provider, if any.

# **Incident Dispatch / Notification of First Responder(s)**

Boston EMS deploys its field units from EMS satellite stations strategically deployed across the City. Each field unit has a defined primary response area. When a call is received at the PSAP, the CAD system recommends the closest available BEMS field unit. EMS Dispatchers can also check the location of a Boston EMS unit by using an AVL system. If the field unit for a given primary response area is not available, the closest available ambulance is then recommended for dispatch. In addition, Boston EMS deploys zone impact units. These are additional ambulances deployed throughout the City and overlap the primary response areas. These zone impact units may be redeployed by the dispatcher, operations supervisor, or deputy superintendent according to need. Boston EMS also utilizes dynamic deployment at times of high call volume or low unit availability. By proactively "reposting" an ambulance to a section of the City in which other EMS resources are otherwise committed, EMS units will be in position to respond to anticipated calls for service.

During particularly high system demand, either because of an increase in calls for service (demand) or limited availability (supply), the Department can implement a number of strategies. For example, if the increased demand is due to a heat wave or other foreseeable event, Boston EMS will frequently anticipate this demand by increasing staffing. Additional units may be placed in service for the entire shift, bike or other Special Operations resources may be placed in

service, or back-up services may be contacted for assistance. Call load can also be managed by referring low priority incidents to mutual aid services, or dispatching single person units (supervisor, squad or bike unit) or first responders to determine the need for an EMS response, thus keeping primary ambulances available for emergencies.

# **EMS Incidents at Logan International Airport**

The MassPort Fire Rescue Department provides first responder services for Boston EMS incidents at MassPort property and facilities located at Logan International Airport.

- 1. Upon notification of a medical emergency occurring on MassPort-Logan International Airport property, the EMT Telecommunicator shall modify the combined incident mask to delete the Boston Fire Department and Boston Police Department from any combined incident prior to CAD entry.
  - 1.1. Calls received directly from MassPort Fire Alarm or Massachusetts State Police assigned to Logan International Airport shall be assumed to be on MassPort property unless otherwise noted by the caller.
  - 1.2. Any call received via the E 9-1-1 system in which the ALI monitor shows the Emergency Service Zone to be MassPort Fire Rescue and Massachusetts State Police (ESN 479) shall be modified to delete the Boston Fire Department and Boston Police Department from the combined incident prior to CAD entry.
- 2. The MassPort Fire Alarm shall be notified of all medical emergencies occurring on MassPort-Logan International Airport property reported to Boston EMS by any person or agency other than the MassPort Fire Alarm or Massachusetts State Police.
  - 2.1. The EMT Telecommunicator entering the call is responsible for notifying the MassPort Fire Alarm of the nature and location of the emergency.
- 3. It shall be the responsibility of MassPort Fire Alarm personnel to notify other MassPort units and airport agencies (MassPort Fire Rescue, State Police, US Customs, Airline Security, etc.) of the incident.
- 4. MassPort Fire Alarm is responsible for notifying the Boston Fire Department of any mutual aid requests.

#### Marine Rescue: Boston Harbor, Islands, and Charles River

Boston EMS works cooperatively and trains with the United States Coast Guard, the Massachusetts State Police-Marine Division, the Boston Fire Department, the Boston Police Harbormaster, and other agencies that operate on the waterways in and around Boston to ensure plans are in place to respond to maritime emergencies. During summer months or planned special events, Boston EMS personnel are assigned to the Boston Police Harbor Unit as part of normal staffing. When a maritime emergency occurs and the BPD Harbor Unit is not staffed by a Department EMT, procedures are in place whereby an EMT crew is picked up by a Boston Fire

Department boat to respond to the incident. Helicopters have also been used in the past to respond to incidents on one of the harbor islands.

### State and Municipal Pools/Beaches with Appointed Lifeguards

The Massachusetts Department of Conservation (DCR) and the City of Boston Center for Youth and Families (BCYF) both appoint permanent and temporary lifeguards to help ensure the safety of patrons utilizing pools and beaches in Boston. The DCR and BCYF has each established a comprehensive manual outlining prevention of aquatic injuries, swimmer safety, patron to staff ratios, and emergency action plans in the case of a medical emergency. While State regulations stipulate a ratio of at least one lifeguard for every twenty five swimmers in a pool, BCYF lifeguards normally maintain a ratio of one lifeguard for every twenty swimmers. Only during a declared heat emergency will BCYF allow twenty five swimmers per lifeguard. BCYF policy states the lifeguard(s) will be in full uniform actively scanning during all activities, including open/recreational lap swims, swim lessons, swim team meets, and water exercise classes.

The DCR develops an Emergency Action Plan (EAP) to document the critical actions that staff should be prepared to perform, depending on the location. The content of the EAP will vary based on several factors such as location, crowd size, and facility size. The minimum daily schedule for public access and service at all DCR designated swimming beaches is 10:00-18:00, seven days per week during the operating season. Additional hours may be provided during times of hot weather provided that swimming activities end no later than ½ hour before sunset.

Lifeguard coverage depends on, among other things, the size and shape of the beach, anticipated attendance, and facility location / access to local emergency services. During an emergency, lifeguards will blow a whistle three times to clear the water and signal an emergency, and call 911 to summon assistance. A second staff member will be sent to the entrance of the facility to direct EMS to the scene.

All lifeguards are trained in:

- Active victim rescue
- Submerged victim recovery
- CPR/AED and airway management
- First Aid and hemorrhage control
- Suspected spinal injury

### **Mass Casualty Incidents**

The mass casualty mission and approach is different from the day-to-day EMS routine. In a mass casualty situation, EMS responders should treat the whole group of victims as one, keeping in mind that the objective is to achieve the greatest good for the greatest number of victims. Therefore, treatment protocols intended for treating a single patient may be modified when dealing with multiple patients. For example, patients who normally might receive advanced treatment may be transported BLS to expedite transport and maximize resources. The goal of an MCI plan is to ensure rapid medical assistance is received by victims and to provide this

assistance through adequate and coordinated efforts that will minimize loss of life, disabling injuries, and human suffering.

# **PART J: Delivery of Trip Records / Unprotected Exposures**

**105 CMR 170.510 (J):** Explain the procedures the service zone will require to 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.

# **Patient Care Reports**

All first responders and licensed ambulance services operating within the City of Boston service zone shall have written policies in place regarding patient care reports. Boston EMS supervisors will provide guidance and, to the extent possible, assistance in filling out required documentation, but personnel from the affected agency itself will be ultimately responsible for ensuring delivery of said reports to the appropriate medical facility in accordance with all applicable local, state, or federal regulations.

In accordance with 105 CMR 170.345 (B) Boston EMS maintains Computer Aided Dispatch records on all requests for emergency medical service. Department standard operating procedure also require personnel to complete a patient care report (PCR) on all cases, unless the unit was cancelled by dispatch prior to arrival on scene, in which case the incident will be documented via the Computer Aided Dispatch (CAD) record.

Boston EMS uses an electronic patient care reporting and information management system. The system allows users to collect and document call and patient information on mobile computers throughout the course of the EMS call. PCRs are prepared contemporaneously with, or as soon as practicable, after each response, and are then available for review by the hospital staff immediately after upload to the server. The system is HIPAA compliant and allows hospital personnel to review reports on patients transported only to their facility, while providing EMS managers and physicians will valuable QA, statistical, billing, and demographic information. The system allows managers to identify trends in patient condition based on quantitative statistics within a geographic region, thus serving as a potential early warning system for potential biological incidents, a spike in narcotic overdoses, or other criteria.

# **Unprotected Exposure Reports / Infection Control**

All EMS First Responder, First Responder, and licensed ambulance services operating within the City of Boston service zone shall have written infection control policies in place. Boston EMS supervisors will provide guidance and, to the extent possible, assistance in filling out required forms in the case of an exposure, but personnel from the affected agency itself will be ultimately responsible for ensuring delivery of said reports to the appropriate medical facility in accordance with all applicable local, state, or federal regulations.

#### UNPROTECTED EXPOSURE; REPORTING PROCEDURE

- 1. "Unprotected exposure" shall mean an exposure capable of transmitting an infectious disease dangerous to the public health and is limited to the following:
  - 1.1. Puncture Wounds including punctures resulting from used needles, glass and other sharp objects contaminated with blood, or human bites.
  - 1.2. Blood to blood contact through open wounds which includes open cuts, sores, rashes, abrasions or conditions which interrupt skin integrity; and
  - 1.3. Mucous membrane contact including such contact as would occur with mouth-to-mouth resuscitation or eye splashing with infected fluids. Such fluids would include: blood, sputum, oral and nasal secretions." (105 CMR 172.001)
- 2. If an unprotected exposure occurs, the affected area should be thoroughly washed as soon as possible. The Division Supervisor and the Designated Infection Control Officer shall be notified. The following paperwork shall be completed for each unprotected exposure:
  - 2.1. The Boston EMS Unprotected Exposure Report completed by Supervisor.
  - 2.2. The Massachusetts Department of Public Health Unprotected Exposure Report completed by the employee.
  - 2.3. The Worker's Compensation Form completed by the employee.
- 3. The following procedures shall be in effect:
  - 3.1. An employee who has been exposed shall contact a Supervisor.
  - 3.2. The employee shall complete the Massachusetts Department of Public Health Unprotected Exposure Report and the Worker's Compensation Form. <u>The employee shall use the EMS Headquarters address as his or her home address.</u> The Supervisor shall complete the Boston EMS Unprotected Exposure Report. The original of the Department of Public Health Unprotected Exposure Report shall be left with the designated person at the emergency department.
  - 3.3. The Supervisor shall fax a copy of the Department of Public Health Unprotected Exposure Report and the Worker's Compensation Form to the Department of Occupational and Environmental Medicine at 617 638-8406. The employee shall then call the OEM at 617 638-8400 as soon as possible to make a follow-up appointment if required. The follow-up appointment shall be made as a continuation of the employee's

- work shift, i.e., before the start or after the end of the work shift when possible. The OEM is open Monday through Friday from 07:30 to 16:00.
- 3.4. In the event that the employee requires immediate treatment for the exposure and the Department of OEM is closed, the employee shall be seen at the Boston Medical Center-Menino Emergency Department or the facility that accepted the patient. However, in the event of a known blood splash in the eye, the employee may be treated at the hospital to which the patient is transported for immediate evaluation, irrigation and other therapy. Blood work on the employee does not need to be done immediately and can wait until the employee can go to OEM. If any treatment or blood work results are not done at BMC or OEM it will be the responsibility of the employee to assure results and vaccines are received at OEM.
- 3.5. The Supervisor shall respond to the Emergency Department at which the employee is being treated and ensure that the Department of Public Health Unprotected Exposure Report and the Worker's Compensation Form have been completed, and that the Occupational and Environmental Medicine Program has been notified of the exposure by voice mail. The Supervisor shall note this on the Supervisor's Shift Summary. The Supervisor shall send a copy of the Department of Public Health Unprotected Exposure Report and the Boston EMS Unprotected Exposure Report to the Designated Infection Control Officer. The Supervisor shall also send the original Worker's Compensation Form to EMS Headquarters addressed to the "Worker's Compensation Coordinator."
- 3.6. If the employee does not require immediate treatment, the Supervisor shall meet with the employee as soon as possible but before the end of the work shift. The Supervisor shall confirm that the Department of Public Health Unprotected Exposure Report and the Worker' Compensation Form have been completed and faxed to the OEM. The Supervisor shall complete the Boston EMS Unprotected Exposure Report and forward all paperwork as described in the preceding paragraph (5).
- 3.7. The EMS Supervisor shall complete a Boston EMS Exposure report detailing the circumstances of the exposure, whether or not appropriate precautions appear to have been taken to prevent or minimize the exposure, and recommendations for the prevention of similar occurrences in the future. The report will then be forwarded to the Designated Infection Control Officer who will review the report, ensure appropriate follow-up appointments have been made and make additional comments or recommendations as necessary. To ensure patient privacy, detailed information regarding the employee's exposure should only be given to the Medical Director and DICO.
- 4. Whenever a receiving hospital notifies the Designated Infection Control Officer that a patient has been diagnosed with an infectious disease, the Designated Infection Control Officer shall contact the affected members as soon as possible.
- 5. Whenever the Dispatch Operations Center Supervisor receives a call from a hospital that a member may have been exposed to an infectious disease, the Supervisor shall notify the Designated Infection Control Officer.
- 6. A member requesting information about a patient relative to an infectious disease shall notify the Designated Infection Control Officer who will contact the receiving hospital for follow

- up, and inform the interested member of the results of such inquiry whenever possible. Information may only be given out if an exposure occurs and by law the hospital can only release information if the DPH form has been completed and received.
- 7. Although not considered an exposure, if a member transports a patient with lice and/or scabies and there is significant contact (i.e. exposed skin to exposed skin contact), the member shall notify a Field Supervisor and the Designated Infection Control Officer. Members should NOT self-diagnose or self-treat without consultation from the Medical Director or Designated Infection Control Officer.
- 8. The Designated Infection Control Officer shall maintain records regarding employee exposures. The information shall be recorded and maintained in accordance with HIPAA in such manner as to protect the confidentiality of the injured employee.

# **APPENDIX A: First Responder / Resource Agencies**

# **Boston Fire Department**

The Boston Fire Department is an organization of dedicated professionals who are committed to serving the community by protecting life, property, and the environment through prevention, education, emergency medical and fire services. The Boston Fire Department will provide fire protection and emergency services throughout the City of Boston by adequately staffing, training, and equipping firefighters at specific locations within the City.

The Boston Fire Department maintains 33 Engine, 18 Ladders, 4 Tower units, 2 Heavy Rescues, a Marine Unit, and other specialty units. These units are staffed by approximately 1500 uniformed firefighters trained and authorized to function at the AED / first responder level on EMS responses. The Boston Fire Department is the service zone's primary first responder agency.

#### **MassPort Fire Rescue**

The Massachusetts Port Authority Fire Department has a force of 85 members. One engine, 1 ladder, 1 heavy rescue, and 5 crash rescue units respond from 2 fire stations at Logan Internationals Airport and average over 3,300 runs annually. Massport Fire Department units are equipped with AEDs and staffed with personnel trained in their use. MassPort Fire Department responds to assist at all medical emergencies on MassPort property at Logan International airport.

## **Boston Police Department**

The Boston Police Department, the oldest police department in the country, has approximately 2,000 uniformed officers trained at the first responder level. The BPD currently is divided into 11 precinct districts, each with its own District Commander. The BPD deploys many specialized units, including its Special Operations Unit, Harbor Patrol and Dive Unit, Domestic Violence Unit, Sexual Assault Unit, Mounted Unit, and a Crime Lab Unit.

The BPD has field officers in one and two person patrol units, as well as motorcycles, bicycles, and watercraft. This mix of response modalities enhances BPD access to all areas of the City and makes them an effective adjunct to EMS delivery as well as providing the necessary support to EMS personnel at hazardous environments.

BPD Headquarters is located at 1 Schroeder Plaza and houses the PSAP and dispatch (CAD) centers for both BPD & BEMS. Boston EMS Communications employees staff the EMS section of the communications center.

#### **Boston MedFlight**

Boston MedFlight (BMF) is a Commission on Accreditation of Medical Transport Systems (CAMTS) accredited Critical Care Transport service which utilizes three helicopters, a fixed wing aircraft as well as two critical care ground vehicles. BMF is the only program in the New England area that utilizes all three modes of transportation. BMF's mission is to extend the tertiary care services of the major Boston hospitals to the citizens of Massachusetts and New England. The service is available 24 hours a day and seven days a week. Since 1985, Boston

MedFlight has played an integral role as part of the Massachusetts and New England EMS systems and the community hospitals of New England. BMF is affiliated with the six major teaching hospitals in Boston (MGH, B&W, Boston Children's, NEMC, BMC and BI).

#### **United States Coast Guard**

The Coast Guard Base Boston serves as the single touch point for the First Coast Guard District in support of Coast Guard operations throughout the district's area of operations. Base Boston also supports all other Coast Guard support units and personnel who are stationed throughout New England, New York and Northern New Jersey.

## **Regional MCI Trailers**

Several Regional MCI Support Trailers have been strategically located throughout the Commonwealth (listed below) to provide equipment and supplies to EMS personnel at the scene of a mass-casualty incident (MCI). Pre-hospital EMS providers will notify their regional C-MED center to request deployment of an MCI Support trailer.

Upon request, the Dispatch Operations Division, in conjunction with Boston C-MED, will provide logistical support to personnel at the scene of an incident occurring and/or terminating within EMS Region IV, or to other C-MEDs for incidents occurring outside of EMS Region IV.

# **APPENDIX B: Supporting / Sample Documentation**



#### **Mutual Aid Agreement Template**

The parties have entered this agreement for emergency back-up ambulance service in accordance with 105 CMR 170.385 (Service Availability and Backup) to provide, through their mutual cooperation, a predetermined plan by which each might render aid to the other in case of an emergency which demands emergency ambulance services to a degree beyond the existing capability of the requesting party. It is agreed, by and between (name) Ambulance Service of (town), Massachusetts, (hereinafter "abbreviation") and the Boston Public Health Commission through its Boston Emergency Medical Services division (hereinafter "Boston EMS") that:

- 1. Upon request, each party shall provide the other with back-up ambulance service in accordance with all Federal, State, and local regulations whenever they have an ambulance or ambulances available to respond. If the party who receives a request for back-up ambulance service pursuant to this agreement does not have an ambulance available to respond, they shall so advise the party requesting back-up immediately and deny the request.
- 2. Requests from Boston EMS to (abbreviation) for back-up ambulance service shall be made by calling (phone #), 24 hours a day, 365 days a year. Requests from (abbreviation) to Boston EMS for such service shall be made by calling (617) 343-4510, 24 hours a day, 365 days a year. Requests may also be made via the Boston EMS Area Mutual Aid (BAMA) radio network in accordance with established procedures.
- 3. The personnel of the party responding to a request for back-up ambulance service pursuant to this agreement shall not be considered agents or employees of the party requesting back-up service.
- 4. The party responding to a request for back-up ambulance service pursuant to this agreement shall ensure that its personnel drive their vehicles in compliance with all laws regarding speed and with due regard for the safety of all persons using the roadway.
- 5. The party responding to a request for back-up ambulance service pursuant to this agreement shall be exclusively liable for any and all injury or damage caused by the acts and omissions of its personnel and shall hold the party that requested back-up and its employees harmless from all suits and claims against them arising from such acts and omissions except that the Boston Public Health Commission and its employees (including all members of Boston EMS) shall be subject to the provisions of M.G.L. c. 258, including but not limited to the immunity and liability limitations therein.
- 6. The party requesting back-up ambulance service shall not be liable to the party responding to a request pursuant to this agreement or that party's agents or employees for property that is lost, stolen, or damaged in the course of responding to the request.
- 7. Billing: Each party shall be solely responsible for billing the private payer or appropriate third party for services it renders pursuant to this agreement. The parties shall not be liable to each other for services under any circumstances.

- 8. The parties agree to utilize the Incident Command System to provide structure for incident management so as to assure efficient use of resources and the safety of emergency responders and patients. The EMS Incident Commander in whose jurisdiction the emergency exists shall in all instances be in command of the emergency as to strategy, tactics, and overall directions of the EMS operations.
- 9. The party responding to a request for back-up ambulance service pursuant to this agreement shall notify the party that requested back-up service of all times relative to the call (on scene, transport, transport complete), the call's disposition (transport, patient refusal, no visible incident, etc.), and any noteworthy information. Whenever an ambulance service responds to an emergency on behalf of Boston EMS as part of this mutual aid agreement, a copy of the completed PCR is to be sent to Boston EMS at <a href="PCR@BostonEMS.org">PCR@BostonEMS.org</a> for quality assurance purposes. The patient's name and the crewmembers names may be redacted from the report, but all other incident details- including response times (call receipt, dispatch, on scene, enroute hospital, at hospital, disposition) should be included.
- 10. This written agreement constitutes the entire agreement between the parties, and its terms shall not be altered, amended, or waived without the express written agreement of both parties.
- 11. This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate the agreement for convenience or any other reason by giving the other party thirty (30) days advance written notice.

# **APPENDIX C: Summary of Changes**

Date	Section	Summary of Change			
06-30-06		Draft Version Submitted to MBEMSC			
12-26-06		Updated Version Submitted to MBEMS			
02-26-07	Appendix D	Added Service Zone Agreement Template			
05-16-07	B 2 A	City Council Member list updated			
06-27-07	D	Primary Provider Contracts Updated			
08-26-07	B, F	BPD, MOHS Contact Information updated			
09-06-07		Application Approved by OEMS			
03-28-08	B 2 A,B	City Council / MOHS Member list updated			
11-27-09	A	Deployment Map updated to reflect additional BEMS units			
11-27-09	B-2	Agency Contact information updated			
11-27-09	C-1	Response time goals significantly improved. Median response			
		time goals decreased, fractile reliability increased			
11-27-09	C-2	AED and Special Event Regulations added to Special Event			
		section			
11-27-09	D	Primary EMS Response contract updated			
		Back-up Ambulance lists updated			
		Ambulances garaged in Boston updated			
		AED Alert Program described in AED Section			
11-27-09	E-1	Special Event Regulation added			
01-05-10	B (2) A	City Council Members updated			
01-25-10	B (2) D	Contact information updated to reflect appointment of Chief			
		<u>Hooley</u>			
02-17-11		Introduction: EMS HQ Address change; updated mission, vision,			
		and values; B(2) City Council members updated; Staffing			
		Requirements; D: Addition of Brewster, name change American;			
		E(4) BMCEN Closed; F BPD Contact information updated;			
		delete MEANS, EMS Org Structure; J: <u>Unprotected exposure</u>			
		policy updated			
03-25-11	B (2) A	List of City Councillors updated, various non-substantive format			
00.05.11		changes throughout the document			
03-25-11	Appendix B	mutual aid agreement template updated.			
01-21-14	B (2) A	Updated names and contact information of elected and appointed			
		officials throughout the document, various non- substantive			
07.10.16	D 1	format changes and streamlining of document			
07-18-16	B 1	Included lifeguards appointed by DCR or BCYF in first			
	D (2) E	responder section			
	B (2) E	Updated contact information, clarified response time goals to			
	D	reflect new priority range in Intergraph CAD system.			
	D (5) and (6)	Updated Ambulance Service Primary Provider Contract list			
	E (5) and (6)	Updated Nursing home and assisted living facility list			
	Н	Incorporated overview of first responder lifeguards.			

# **APPENDIX D:** Service Zone Agreements

# SERVICE ZONE AGREEMENT Template

AGREEMENT dated as of DATE, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and \*NAME.

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, \*NAME has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto:

WHEREAS, Boston EMS and \*NAME desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. \*NAME shall provide primary ambulance response to its Contracted Facilities
- 2. In the event that \*NAME 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 Boston EMS.
- 3. Notification of Boston EMS for Unusual Occurrence. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;
  - c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint
  - d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
  - e. Question of a hazardous material incident; explosive or other incendiary device.
  - f. An EMS Vehicle crash, or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.

- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back-up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back-up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. \*NAME agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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:

- 9. <u>Waiver</u>. 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.
- 10. <u>Governing Law.</u> 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.
- 11. <u>Records</u>. \*NAME shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor.</u> \*NAME is retained solely for the purposes of and to the extent set forth in this Contract. \*NAME relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. \*NAME shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. \*NAME, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that \*NAME shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).
- 13. <u>Insurance</u>. \*NAME shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect \*NAME and Boston EMS from any risks or claims which may be associated

with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.

- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. 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.

PRIMA	ARY AMBULANCE SERVICE:
By:	NT
	Name Evacutive Director Roston Public Health Commission
	Executive Director, Boston Public Health Commission Hereunto Duly Authorized
CONT	TRACTED AMBULANCE SERVICE:
By:	
Dy.	Name:
	Title:
	Hereunto Duly Authorized



Martin J. Walsh, *Mayor*Dr. Huy Nguyen, *Interim Executive Director* 



#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and ACTION Ambulance Service (ACTION)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, ACTION has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and ACTION desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. ACTION shall provide primary ambulance response to its Contracted Facilities.
- 2. In the event that ACTION 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 Boston EMS.
- 3. <u>Notification of Boston EMS for Unusual Occurrence</u>. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;
  - c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint

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- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- e. Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those, for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. ACTION agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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:

Boston EMS
785 Albany Street
Boston, MA 02118
Attn: Chief of Department

CC:

Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6<sup>th</sup> Fl. Boston, MA 02118

Contracted Ambulance Service:

Action Ambulance Service 844 Woburn Street Wilmington, MA. 01887 Attn: Michael Woronka, CEO

- 9. <u>Waiver</u>. 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.
- 10. 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.
- 11. <u>Records</u>. ACTION shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor</u>. ACTION is retained solely for the purposes of and to the extent set forth in this Contract. ACTION relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. ACTION shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. ACTION, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that ACTION shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).
- 13. <u>Insurance</u>. ACTION shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect ACTION and Boston EMS from any risks or

claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.

- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

By:

Huy Nguyen, MD, Medical Director and Interim Executive Director, Boston Public Health Commission

CONTRACTED AMBULANCE SERVICE:

By:

(Name) Michael Woronta

(Title) CEO

Hereunto Duly Authorized

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel

## EXHIBIT A

Facility	Address	City Section
Day Orione Home	III Orient Are	East Boston

		·



Martin J. Walsh, Mayor Dr. Huy Nguyen, Interim Executive Director



#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and Armstrong Ambulance Service (ARMSTRONG)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, ARMSTRONG has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and ARMSTRONG desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. ARMSTRONG shall provide primary ambulance response to its Contracted Facilities.
- 2. In the event that ARMSTRONG 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 Boston EMS.
- 3. <u>Notification of Boston EMS for Unusual Occurrence</u>. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;

BOSTON EMS SERVICE ZONE AGREEMENT
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- c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint
- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- e. Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. ARMSTRONG agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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:	Boston EMS 785 Albany Street Boston, MA 02118 Attn: Chief of Department
CC:	Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6 <sup>th</sup> Fl. Boston, MA 02118
Contracted Ambulance Service:	Armstrong Ambulance Service 87 Mystic Street Arlington, MA. 02474 Attn: Richard Raymond, CEO
CC:	

- 9. <u>Waiver</u>. 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.
- 10. 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.
- 11. Records. ARMSTRONG shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor</u>. ARMSTRONG is retained solely for the purposes of and to the extent set forth in this Contract. ARMSTRONG relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. ARMSTRONG shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. ARMSTRONG, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that ARMSTRONG shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).

- 13. <u>Insurance</u>. ARMSTRONG shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect ARMSTRONG and Boston EMS from any risks or claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.
- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

By:

Huy Nguyen, MD, Medical Director and Interim Executive Director, Boston Public Health Commission

CONTRACTED AMBULANCE SERVICE:

By:

(Name) Richard Raymone

(Title) CEO

Hereunto Duly Authorized

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel

## Exhibit A

<u>Facility</u>

Armenian Nursing Boston College Boston University Brighton Marine Chestnut Park Kindred Boston Wingate Boston **Address** 

431 Pond St
Boston Campus
Boston Campus
77 Warren St
50 Sutherland Rd
1515 Comm Ave
100 North Beacon St

**City Section** 

Jamaca Plain
Brighto/Chestnut Hill
Allston/Kenmore
Brighton
Cleveland Circle
Brighton
Brighton

/		
•		
	•	



Martin J. Walsh, Mayor
Dr. Huy Nguyen, Interim Executive Director



#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and Brewster Ambulance Service (BREWSTER)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, BREWSTER has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and BREWSTER desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. BREWSTER shall provide primary ambulance response to its Contracted Facilities.
- 2. In the event that BREWSTER 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 Boston EMS.
- 3. <u>Notification of Boston EMS for Unusual Occurrence</u>. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;

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- c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint
- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- e. Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. BREWSTER agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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 ease 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:

Boston EMS
785 Albany Street
Boston, MA 02118
Attn: Chief of Department

CC:

Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6<sup>th</sup> Fl. Boston, MA 02118

Contracted Ambulance Service:

Brewster Ambulance Service 285 Hyde Park Ave.

Boston, MA. 02130 Attn: Mark Brewster, CEO

CC:	

- 9. <u>Waiver</u>. 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.
- 10. 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.
- 11. Records. BREWSTER shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor.</u> BREWSTER is retained solely for the purposes of and to the extent set forth in this Contract. BREWSTER relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. BREWSTER shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. BREWSTER, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that BREWSTER shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).

- 13. <u>Insurance</u>. BREWSTER shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect BREWSTER and Boston EMS from any risks or claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.
- 14. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

Ву:

Huy Nguyen, MD, Medical Director and Interim Executive Director, Boston Public Health Commission

CONTRACTED AMBULANCE SERVICE:

By:

(Name) Mark Brewster

(Title) FALSICLENT Hereunto Duly Authorized

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel

ARBOUR HOSPITAL - JP **BOSTONIAN NURSING CARE AND REHABILITATION CTR** CODMAN SQUARE HEALTH CENTER **DAVITA BOSTON ESP AMORY DAYCARE ESP DEARBORN AVE DAYCARE GERMAN CENTER FOR EXTENDED CARE** HARBORLIGHTS REHABILITATION AND NURSING CENTER HARDVARD VANGUARD WEST ROXBURY/CHESTNUT HILL HARVARD VANGUARD COPLEY HARVARD VANGUARD KENMORE JAMAICA PLAIN VA LAUREL RIDGE REHABILITATION AND NURSING CENTER MARY MAHONEY DIALYSIS MOUNT PLEASANT HOME SAINT JOSEPH MANOR NURSING HOME VA- CAUSEWAY ST **WEST ROXBURY VA** 

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Martin J. Walsh, Mayor Dr. Huy Nguyen, Interim Executive Director



#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and Cataldo Ambulance Service (CATALDO)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, CATALDO has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and CATALDO desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. CATALDO shall provide primary ambulance response to its Contracted Facilities.
- 2. In the event that CATALDO 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 Boston EMS.
- 3. <u>Notification of Boston EMS for Unusual Occurrence</u>. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;
  - c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint

BOSTON EMS SERVICE ZONE AGREEMENT PAGE 1 OF 5

FY16015982

- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- e. Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. CATALDO agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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:		Boston EMS 785 Albany Street Boston, MA 02118 Attn: Chief of Department
·	CC:	Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6 <sup>th</sup> Fl. Boston, MA 02118

Contracted Ambulance Service:

Cataldo Ambulance Service 137 Washington Street Somerville, MA. 02143 Attn: Ron Quaranto

CC:	 		

- 9. <u>Waiver</u>. 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.
- 10. 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.
- 11. Records. CATALDO shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor.</u> CATALDO is retained solely for the purposes of and to the extent set forth in this Contract. CATALDO relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. CATALDO shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. CATALDO, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that CATALDO shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).
- 13. <u>Insurance</u>. CATALDO shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect CATALDO and Boston EMS from any risks or BOSTON EMS SERVICE ZONE AGREEMENT

claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.

- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

By:

Huy Nguyen, MD, Medical Director and Interim Executive

Director, Boston Public Health Commission

CONTRACTED AMBULANCE SERVICE:

(Name) /Circl)

Hereunto Duly Authorized

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel

# EXHIBIT A

Facility	Address	City Section
Bath Israel Dealoner	330 Brookline AVE	Boston
Habred Senior Life	1200 Centre street	Rosindak
E. Boston Weighburhoad Heath	Zo waverick sq	Boston
Don Orione	III OCIENT AVE	Boston
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#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and EasCare Ambulance Service (EASCARE)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, EASCARE has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and EASCARE desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. EASCARE shall provide primary ambulance response to its Contracted Facilities.
- 2. In the event that EASCARE 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 Boston EMS.
- 3. <u>Notification of Boston EMS for Unusual Occurrence</u>. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;
  - c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint

BOSTON EMS SERVICE ZONE AGREEMENT PAGE 1 OF 5

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- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- e. Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. EASCARE agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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:

Boston EMS
785 Albany Street
Boston, MA 02118
Attn: Chief of Department

CC:

Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6<sup>th</sup> Fl. Boston, MA 02118

Contracted Ambulance Service:

EasCare Ambulance Service 500 Neponset Avenue Boston, MA. 02122 Attn: George Gilpin

CC:	***************************************
	***************************************

- 9. <u>Waiver</u>. 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.
- 10. 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.
- 11. <u>Records</u>. EASCARE shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor</u>. EASCARE is retained solely for the purposes of and to the extent set forth in this Contract. EASCARE relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. EASCARE shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. EASCARE, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that EASCARE shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).
- 13. <u>Insurance</u>. EASCARE shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect EASCARE and Boston EMS from any risks or

BOSTON EMS SERVICE ZONE AGREEMENT

claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.

- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

By:

Huy Nguyen, MD, Medical Director and Interim Executive Director, Boston Public Health Commission

Hereunto Duly Authorized

CONTRACTED AMBULANCE SERVICE:

By:

(Name) G EOR G F C

Hereunto Duly Authorized

BOSTON EMS SERVICE ZONE AGREEMENT PAGE 4 OF 5

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel



www.eascare.com

# EasCare Ambulance Contracted Facilities Service Zone Agreement – Boston EMS Exhibit A

#### **Boston Health Care for the Homeless Program**

Barbara McInnis House 780 Albany Street Boston, MA 02118 857-654-1000

#### **Bostonian Nursing Care and Rehabilitation**

337 Neponset Ave Dorchester, MA 02122 617-265-2350

#### **Kindred Nursing and Rehabilitation**

Harborlights 804 East 7<sup>th</sup> Street South Boston, MA 02127 617-268-8968

#### **Laurel Ridge Rehabilitation and Skilled Care Center**

174 Forest Hills Street Jamaica Plain, MA 02130 617-522-1550

#### **Marian Manor Nursing Home**

130 Dorchester St South Boston, MA 02127 617-268-3333

#### Stonehedge Rehabilitation and Skilled Care Center

5 Redlands Road West Roxbury, MA 02132 617-327-6325

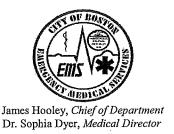
#### EXHIBIT A

Facility	Address	City Section
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Boston EMS Service Zone Agreement Page 5 of 5



Martin J. Walsh, Mayor
Dr. Huy Nguyen, Interim Executive Director



#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and Fallon Ambulance Service (FALLON)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, FALLON has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and FALLON desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. FALLON shall provide primary ambulance response to its Contracted Facilities.
- 2. In the event that FALLON 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 Boston EMS.
- 3. <u>Notification of Boston EMS for Unusual Occurrence</u>. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;
  - c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint

BOSTON EMS SERVICE ZONE AGREEMENT PAGE 1 OF 5

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- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- e. Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. FALLON agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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	Amhul	ance	Service
FILIMALV	Amou	ance	Del vice.

Boston EMS
785 Albany Street
Boston, MA 02118

Attn: Chief of Department

CC:

Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6<sup>th</sup> Fl.

Boston, MA 02118

Contracted Ambulance Service:

Fallon Ambulance Service

111 Brook Avenue Quincy, MA. 02169 Attn: Sean Patrick Tyler

CC:	

- 9. <u>Waiver</u>. 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.
- 10. 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.
- 11. Records. FALLON shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor.</u> FALLON is retained solely for the purposes of and to the extent set forth in this Contract. FALLON relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. FALLON shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. FALLON, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that FALLON shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).
- 13. <u>Insurance</u>. FALLON shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect FALLON and Boston EMS from any risks or

BOSTON EMS SERVICE ZONE AGREEMENT

claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.

- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

By:

Huy Nguyen, MD, Medical Director and Interim Executive Director, Boston Public Health Commission

CONTRACTED AMBULANCE SERVICE:

By:

(Name)

(Title)

EN & COO

Patrick S. Tyle

Hereunto Duly Authorized

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel

#### Exhibit A

Facility	Address	City	<u>Phone</u>
	66 Bowdoin Avenue	Dorchester	617-825-1793
Arbour- The Boston Center	14 Fordham Road	Allston	617-783-9676
Burgoyne Rest Home	53 Hartford Street	Dorchester	617-445-1868
Bowdoin Street Health Center	230 Bowdoin Street	Dorchester	617-754-0100
Bostonian Nursing Home	337 Neponset Street	Dorchester	617-265-2350
Boston Dialysis	2100 Dorchester Avenue	Dorchester	617-298-2475
Boston Community Medical Group	771 Albany Street	Boston	617-638-7062
Boston Center for Rehab		Roslindale	617-325-5400
Cushing Manor Rest Home	20 Cushing Avenue	Boston	617-436-9608
Codman Square Health Center	637 Washington Street	Dorchester	617-822-8184
Davita - Boston	660 Harrison Avenue	Boston	617-859-7000
DCI - Faulkner Dialysis	1153 Centre Street	Boston	617-983-4470
E. Boston Neighborhood Health Ctr	10 Gove Street	East Boston	617-568-4500
Erich Lindemann Center	25 Staniford Street	Boston	617-626-8500
Elder Service Plan-Harbor Health	1135 Morton Street	Mattapan	617-698-6060
Franciscan Childrens Hospital	30 Warren Street	Brighton	617-254-3800
Geiger Gibson Health Center	250 Mt. Vernon Street	Boston	617-288-1140
Harvard Vanguard-West Roxbury	291 Independence Drive	West Roxbury	617-325-2800
Harvard Vanguard-Post Office Square	147 Milk Street	Boston	617-654-7000
Harvard Vanguard-Kenmore	133 Brookline Avenue	Boston	617-421-1000
Hale House NH	273 Clarendon Street	Boston	617-536-3726
Lemuel Shattuck Hospital	170 Morton Street	Boston	617-522-8110
Laurel Ridge Nursing Home	174 Forest Hills Street	Boston	617-522-1550
Landmark @ Longwood Asst. Living	63 Parker Hill Avenue	Boston	617-975-0110
Mt. Pleasant Home	301 South Huntington Avenue	Boston	617-522-7600
Mattapan Community Health Center	1575 Blue Hill Avenue	Mattapan	617-296-0061
Massachusetts Eye and Ear Infirmary	243 Charles Street	Boston	617-523-7900
Mary Mahoney Dialysis	416 Warren Street	Boston	617-445-9989
Martha Eliot Health Center	75 Bickford Street	Boston	617-971-2244
New England Baptist Hospital	91 Parker Hill Avenue	Boston	617-754-5800
Neponset Health Center	398 Neponset Avenue	Boston	617-282-3200
Providence House Assisted Living	180 Corey Road	Brighton	617-731-0515
Roslindale Health Center	4199 Washington Street	Roslindale	617-323-4440
Regina Cleri Assisted Living	60 William Card. O'Connor Way	Boston	617-523-1861
Standish Village Assisted Living	1190 Adams Street	Dorchester	617-298-5656
St. Joseph Nursing Care Center	321 Centre Street	Dorchester	617-825-6320
Spaulding-North End Nursing Home	70 Fulton Street	Boston	617-726-9700
South End Community Health Center	1601 Washington Street	Boston	617-425-2000
Soloman Carter Fuller (BEST Team)	85 East Newton Street	Boston	617-626-8700
Sherrill House	135 South Huntington Avenue	Jamaica Plain	617-731-2400
The Kidney Center	888 Commonwealth Avenue	Boston	617-739-3000
The Boston Home	2049 Dorchester Avenue	Dorchester	617-825-3905
Uphams Corner Health Center	415 Columbia Road	Boston	617-740-8131
Vero Health and Rehabilitation on the Parkway	1190 VFW Parkway	West Roxbury	617-325-1688
Vero Health and Rehabilitation-West Roxbury	5060 Washington Street	West Roxbury	617 323-5440
Vero Health and Rehabilitation - Mattapan	405 River Street	Mattapan	617-296-5585



Martin J. Walsh, Mayor Dr. Huy Nguyen, Interim Executive Director



#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and Lifeline Ambulance Service (LIFELINE)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, LIFELINE has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and LIFELINE desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. LIFELINE shall provide primary ambulance response to its Contracted Facilities.
- 2. In the event that LIFELINE 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 Boston EMS.
- 3. <u>Notification of Boston EMS for Unusual Occurrence</u>. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;
  - c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint

BOSTON EMS SERVICE ZONE AGREEMENT PAGE 1 OF 5

- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- e. Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. LIFELINE agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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:

BOSTON EMS SERVICE ZONE AGREEMENT PAGE 2 OF 5 Primary Ambulance Service:

Boston EMS
785 Albany Street
Boston, MA 02118
Attn: Chief of Department

CC:

Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6<sup>th</sup> Fl. Boston, MA 02118

Contracted Ambulance Service:

Lifeline Ambulance Service 11 State Street Woburn, MA. 01801

Attn: Robert J. Roderick

Sr. Vice President & Corporate

Compliance Officer

CC:		
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- 9. <u>Waiver</u>. 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.
- 10. 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.
- 11. <u>Records</u>. <u>LIFELINE</u> shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor</u>. LIFELINE is retained solely for the purposes of and to the extent set forth in this Contract. LIFELINE relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. LIFELINE shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. LIFELINE, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that LIFELINE shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).
- 13. <u>Insurance</u>. <u>LIFELINE</u> shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability

  BOSTON EMS SERVICE ZONE AGREEMENT

  PAGE 3 OF 5

(personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect LIFELINE and Boston EMS from any risks or claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.

- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

By:

Huy Nguyen, MD, Medical Director and Interim Executive Director, Boston Public Health Commission

CONTRACTED AMBULANCE SERVICE:

Rv:

/NTo

(Title)

Hereunto Duly Authorized

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel

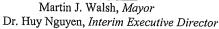
BOSTON EMS SERVICE ZONE AGREEMENT PAGE 4 OF 5

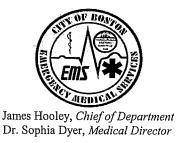
#### EXHIBIT A

Facility	Address	City Section
Brighton House	170 Corey RI	Brighton
Presentation Manor	10 Bellumy St	Brighton
Kinkred - Boston	Commonwealth Are.	Dailon
Parkwell Nursing	745 Truman Hay	Hyde Park
Chestaut Park Nursins	50 Sutherland Road	Brishton

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#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and McCall Transportation Ambulance Service (McCALL)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality");

WHEREAS, McCALL has a mutual aid agreement with Boston EMS or has notified the municipality through Boston EMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and McCALL desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources 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. McCALL shall provide primary ambulance response to its Contracted Facilities.
- In the event that McCALL 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 Boston EMS.
- Notification of Boston EMS for Unusual Occurrence. An EMS service operating 3. within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;
  - c. The threat of harm to an EMT on scene; a violent patient or patient requiring restraint

BOSTON EMS SERVICE ZONE AGREEMENT PAGE 1 OF 5

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- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- e. Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn; gunshot wound, stabbing, or other incident likely to require a Boston Police and/or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those, for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. McCALL agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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:	Boston EMS 785 Albany Street Boston, MA 02118 Attn: Chief of Department
CC:	Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6 <sup>th</sup> Fl. Boston, MA 02118
Contracted Ambulance Service:	McCall Transportation Ambulance Service 100 Gibson Street, #7 Dorchester, Ma. 02122 Attn: Kevin Rosado
CC·	

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- 9. <u>Waiver</u>. 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.
- 10. 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.
- 11. <u>Records</u>. McCALL shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. <u>Independent Contractor.</u> McCALL is retained solely for the purposes of and to the extent set forth in this Contract. McCALL relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. McCALL shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. McCALL, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that McCALL shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).
- 13. <u>Insurance</u>. McCALL shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect McCALL and Boston EMS from any risks or

claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston EMS of such changes and shall provide the Boston EMS with new evidence of coverage.

- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

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Huy Nguyen, MD, Medical Director and Interim Executive Director, Boston Public Health Commission

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CONTRACTED AMBULANCE SERVICE:

By:

(Name) Kevin E. Rosad 12.

(Title) Director of Operations
Hereunto Duly Authorized

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel



## Boston EMS Service Zone Agreement Exhibit A

### 2015 Contracted Facilities

Facility Name	Street Address	Town	Phone Number
Compass On The Bay	1380 Columbia Road	South Boston	617-268-5450
Benjamin Healthcare	120 Fisher Ave	Roxbury	617-730-8980
Corey Hill Nursing Home	249 Corey Road	Brighton	617-734-7138
Cushing Manor	20 Cushing Ave	Dorchester	617-288-0400
Dorchester House	1353 Dorchester Avenue	Dorchester	617-288-3230
Edelweiss Village	2220 Centre Street	West Roxbury	857-547-2000
Fairmount Rest Home	172 Fairmont Ave	Hyde Park	617-361-5150
German Center Extended Care	2222 Centre Street	West Roxbury	617-325-1230
Home For Little Wanderers	780 American Legion Highway	Roslindale	617-469-8500
Kit Clark Senior Center	645 Washington Street	Dorchester	617-825-9891
Landmark Assisted Living At Longwood	63 Parker Hill Avenue	Boston	617-975-0110
Park Place Rehab And Skilled Nursing	113 Central Avenue	Hyde Park	617-361-2388
Ruggles Assisted Living	25 Ruggles Street	Roxbury	617-427-0142
St Joseph's Rehab And Nursing Center	321 Centre Street	Dorchester	617-825-6320
Standish Village At Lower Mills	1190 Adams Street	Dorchester	617-298-5656
The Boston Home	2049 Dorchester Avenue	Dorchester	617-825-3905
Vero Health And Rehab - Parkway	1190 Vfw Parkway	West Roxbury	617-325-1688
Vero Health And Rehab Mattapan	405 River Street	Mattapan	617-296-5585
Vero Health And Rehab West Roxbury	5060 Washington Street	West Roxbury	617-323-5440

#### EXHIBIT A

Facility	Address	City Section



Martin J. Walsh. Mayor

Dr. Huy Nguyen, Interim Executive Director



#### SERVICE ZONE AGREEMENT

AGREEMENT dated as of February 15, 2015, by and between Boston Emergency Medical Services (Boston EMS), a bureau of the Boston Public Health Commission and Professional Ambulance Service (PROFESSIONAL)

WHEREAS, Boston EMS is the designated primary ambulance service (as that term is used in 105 CMR 170.000, as amended from time to time (the "OEMS Regulation") for the City of Boston, Massachusetts (the "Municipality"):

WHEREAS, PROFESSIONAL has a mutual and agreement with Boston EMS or has notified the municipality through Boston FMS, 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 the City of Boston (the "Contracted Facilities"), and the Contracted Facilities are listed on Exhibit A hereto;

WHEREAS, Boston EMS and PROFESSIONAL desire to cooperate in the coordination of dispatch and response of ambulance and First Responder resources in accordance with the OEMS Regulations and the Service Zone Plan adopted pursuant thereto:

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- 2. In the event that PROFESSIONAL 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 Boston EMS.
- 3. <u>Notification of Boston EMS for Unusual Occurrence</u>. An EMS service operating within the Service Zone pursuant to a provider contract or agreement to provide back-up services shall notify Boston EMS Dispatch Operations whenever one of the following situations exists. This list is not meant to be all-inclusive, but rather is a general guideline for incidents warranting Boston EMS notification.
  - a. Homicide, suicide, hostage situation, or other suspicious or unusual incident;
  - b. Question of child abuse or elderly abuse;

BOSTON EMS SERVICE ZONE AGREEMENT PAGE LOF 5

- e. The threat of barm to an EMT on scene; a violent patient or patient requiring restraint
- d. An incident requiring a prolonged time on scene (e.g., entrapment, fire, etc.)
- Question of a hazardous material incident; explosive or other incendiary device.
- f. An EMS Vehicle crash or theft of an EMS vehicle or equipment while operating in the City of Boston service zone.
- g. Death or serious injury to an on-duty member of a public safety agency or private ambulance service.
- h. Any serious burn, gunshot wound, stabbing, or other incident likely to require a Boston Police and or Boston Fire Department investigation
- i. Any potential mass casualty incident or incident requiring a building evacuation (power failure, loss of heat, etc.)
- j. Any other significant or high profile incident involving an EMS unit within the City of Boston where a Boston EMS Supervisor and/or Command Staff response may be warranted; or any requests from the media for information regarding an EMS related incident within the Boston service zone.
- 4. Any dispute between EMS personnel operating within the Service Zone and members of other public agencies concerning patient care, scene management, or general conduct shall be referred to a Boston EMS Field Supervisor immediately. The Field Supervisor shall obtain the relevant facts from the involved personnel of both agencies, attempt to resolve the dispute, and submit a written report to the BEMS Shift Commander before the end of the work shift.
- 5. EMS Services shall not engage in any advertising that is deceptive or misleading to the public or for services other than those for which it is currently licensed, for which its EMS personnel and EMS Vehicles are certified and for which it is placed in services. EMS Personnel operating in the service zone pursuant to a provider contract or agreement to provide back up services shall not hold themselves out to the public or other public safety agencies as being a member of "Boston EMS", nor shall they use markings on uniforms, facilities, or vehicles which could reasonably lead a member of the public to believe the individual is a Boston EMS employee, or the vehicle is owned / operated by Boston EMS.
- 6. Boston EMS shall be notified whenever an EMS Service operating in the Boston service zone pursuant to a provider contract or agreement to provide back up services is granted a special project waiver by the Department of Public Health, Office of Emergency Medical Services.
- 7. PROFESSIONAL agrees to provide upon request from Boston EMS a summary of primary ambulance responses within the City of Boston Service zone, including incident location, nature of the medical emergency, response time information, and call disposition for the purposes of monitoring compliance with the service zone plan.
- 8. Whenever, by the terms of this 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

BOSTON FMS SERVICE ZONE AGREEMENT PAGE 2 DE 5 addresses as may from time to time hereafter be designated by the parties, respectively, by like nonees. The addresses referenced above are as follows:

Primary Ambufance Service.

Boston EMS 785 Albany Street Boston, MA 02118 Attn: Chief of Department

CC: Boston Public Health Commission Office of the General Counsel 1010 Massachusetts Ave., 6<sup>th</sup> FL

Boston, MA 02118

Contracted Ambulance Service:

Professional Ambulance Service

PO Box 410326 Cambridge, Ma. 02141

Attn: Mr. William Mergendahl, CEO

CC:

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- 9. <u>Waiver.</u> 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.
- 10. 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.
- 11. <u>Records.</u> PROFESSIONAL shall maintain books, records, and other compilations of data relative to the services to be performed hereunder and all such records shall be retained for at least six years. Boston EMS shall have the right to examine and copy such records upon reasonable notice and at such times and expense as may be reasonable.
- 12. Independent Contractor. PROFESSIONAL is retained solely for the purposes of and to the extent set forth in this Contract. PROFESSIONAL relationship to the Boston EMS during the term of this Contract shall be that of an independent contractor. PROFESSIONAL shall have no capacity to involve the BPHC as its agent in any contract or to incur any liability on the part of the Boston EMS. PROFESSIONAL, its agents or employees shall not be considered as having the status or pension rights of an employee, provided that PROFESSIONAL shall be considered an employee for the purpose of M.G.L. c. 268A (the Conflict of Interest Law).
- 13. <u>Insurance</u>. PROFESSIONAL shall maintain at a minimum Public Liability, Property Damage, Employers' Liability, Worker's Compensation and Motor Vehicle BOSTON EMS SERVICE ZONE, AGREEMENT

PAGE 3 OF 5

Liability (personal Injury and Property Damage) and such other liability insurance coverage as may be required hereunder sufficient to protect PROFESSIONAL and Boston FMS from any risks or claims which may be associated with this Contract and as are customary in the Contractor's business and shall provide the Boston EMS with evidence of such coverage. In the event any changes occur in such liability coverage during the period of performance, the Contractor shall notify Boston FMS of such changes and shall provide the Boston EMS with new evidence of coverage.

- 14. <u>Merger</u>. 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.
- 15. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.
- 16. <u>Term.</u> This agreement shall be effective from the date of execution, and shall remain in effect unless either party terminates the agreement in accordance with this paragraph. Either party may terminate this agreement for convenience or any other reason by giving the other party thirty days advance written notice.

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:

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Huy Nguyen, MD, Medical Director and Interim Executive Director, Boston Public Health Commission

CONTRACTED AMBULANCE SERVICE: PROPESSION ANDUNING

By:

(Name) WILLIAM MCHENSTA

(Title) Prosingenta 40

Hereunto Duly Authorized

Approved as to Form (BPHC)

Timothy J. Harrington, Esq., General Counsel

#### EXHIBIT A

Facility	Address	City Section
MIT GALLES	713 MULTIN	
TELMALALY BOUSE	9WS(HOOL (T	
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