

*Town of Weymouth
Massachusetts*

COPY

Susan M. Kay
Mayor

75 Middle Street
Weymouth, MA 02189



Office: 781-340-5012
Fax: 781-335-8184

www.weymouth.ma.us

MEMORANDUM:

TO: Chief Stark, Chief Grimes, President O'Connor, Dan McCormack
CC: Town Council
FROM: Susan M. Kay, Mayor (SK)
DATE: October 14, 2015
RE: Ambulance Contract Renewed for Two Years

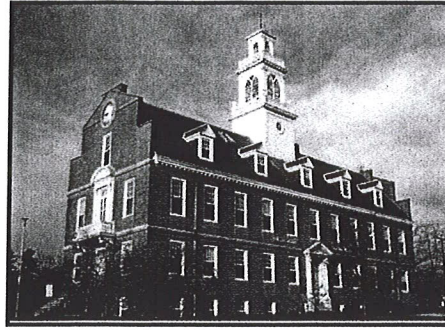
As you are all aware, the contract for Ambulance services for the Town of Weymouth is set to expire tomorrow, October 15, 2015. After careful consideration, review of the attached memo from the EMS Study Committee and negotiations with our current EMS provider, I am extending the contract between the Town and Fallon Ambulance for an additional two year period per the attached contract.

While much discussion has taken place regarding the feasibility of providing these services at the Town level, it would appear from the study committee's report to me, that additional vetting of the data should take place. While this study and the peer review recommended by the study committee are ongoing, the Town must continue to provide its residents this vital service. In addition, the concessions agreed to by Fallon provide an even greater level of service than currently afforded our community. I will be looking for a funding source in the near future to review the finding of the EMS Study Committee to determine the validity of the Committee's findings.

Fallon Ambulance has always been a good partner to the Town and I look forward to continuing that relationship. The addition of a dedicated rehab unit housed in the community along with additional training, increasing the number of defibrillators in our vehicles, expanded training and other concessions, shows a continued commitment to providing the residents of Weymouth exceptional EMS services.

Town of Weymouth, Massachusetts


Michael H. Gallagher
Director, Administrative Services



Office: 781-682-3503
Fax: 781-335-8184
www.Weymouth.MA.US
MGallagher@Weymouth.MA.US

Susan M. Kay, Mayor

MEMORANDUM

TO: Mayor Kay
CC: EMS Study Committee
FROM: Michael H. Gallagher 
RE: Report Out of Committee Findings
DATE: October 14, 2015

The EMS Study Committee has now met on four separate occasions to discuss the feasibility of the Town of Weymouth providing EMS services directly rather than through a third party private entity. The latest meeting was held today and the consensus of opinion is to recommend that the Town contract an independent third party to review the committee's findings.

The committee collected a great deal of information from other communities, third party billing companies, the Town's current service provider, Fallon Ambulance, and other sources. Based on the data collected I've attached a spreadsheet, which compares the costs associated with the current delivery model vs. providing the service in-house through the Weymouth Fire Department. Based on the numbers compiled it appears that it would not be feasible for the Town to take on this services as a whole. That however, does not preclude the Town from providing a hybrid model that may provide the same level of service to the community.

The spreadsheet assumes the current service delivery model of two ALS (Advanced Life Support) and two BLS (Basic Life Support) ambulances in service 24x365 within the Town borders. It also includes providing EMD (Emergency medical Dispatch) currently provided by Fallon Ambulance as part of the contract at no cost to the taxpayers. The numbers speak

for themselves and show that using current call volumes, provided to us from Fallon, the Town's expenses to provide this service would exceed its revenues by nearly \$800K.

Despite these findings there may still be an opportunity to provide a hybrid, shared service model; however, this model will only work if there are few if any hires within the Fire Department to provide these services. This model shows possibilities, but as I mentioned earlier the EMS Study Committee feels that our findings should be vetted by an unbiased third party.

Respectfully submitted.



Town of Weymouth EMS Services				
Privatized Third Party	Staffing	Per Unit Cost	Cost	
Total Revenues to The Town				\$ -
Four Ambulances Operational 24x365 (Current Level of Service)	32	\$ -	\$0.00	
Additional Ambulances as Needed	Unlim	\$ -	\$0.00	
Additional Personnel to Cover Vacations/Illness/Etc.	Unlim	\$ -	\$0.00	
Emergency Medical Dispatch	0	\$ -	\$0.00	
EMS Coordinator	0	\$ -	\$0.00	
Supplies for Weymouth Police and Fire - Provided by Third Party	0	\$ -	\$0.00	
Additional Ambulances When there are Major Events	Unlim	\$ -	\$0.00	
Training for EMS Employees - Provided at Reduced Cost	12	\$ 2,000.00	\$24,000.00	
Training for Various Town Departments	Unlim	\$ -	\$0.00	
Retirement Costs for Former Employees	0	\$ -	\$0.00	
Benefit Costs for Retirees	0	\$ -	\$0.00	
Workers Comp	0	\$ -	\$0.00	
Billing	0	\$ -	\$0.00	
Defibrillators for Fire and Police - Provided by Third Party	26	\$ 7,000.00	\$0.00	
Lease Cost for Ambulance	4	\$ -	\$0.00	
Operating Costs for Ambulance	4	\$ -	\$0.00	
Total Operating Costs				\$ 24,000.00
Net Revenue/(Cost) to Tax Payer				\$ (24,000.00)
Fire Based EMS	Staffing	Per Unit Cost	Cost	
Projected Revenues Based on Current Calls and Town of Weymouth Billing				\$ 3,785,535.00
Less Provision for Unpaid Services (20% Industry Standard)				\$ 3,028,428.00
Minimum Personnel to Operate Four Ambulances 24x365	32	\$ 97,680.00	\$ 3,125,760.00	
Average Firefighter Salary - FY2014 W2 Data - \$72,680				
Average Benefit Cost per Employee - \$25,000				
Additional Personnel to Cover Vacations/Illness/Etc.	0	\$ 97,680.00	\$ -	
EMS Coordinator Based on Enumerated Positions In the FF Contract	1	\$ 121,330.00	\$ 121,330.00	
Average Salary - FY2014 W2 Data - \$96,330				
Average Benefit Cost per Employee - \$25,000				
Emergency Medical Dispatch	9	\$ 82,630.00	\$ 743,670.00	
Average Salary - FY2014 W2 Data - \$57,630				
Average Benefit Cost per Employee - \$25,000				
Additional Ambulance as Needed	Mutual Aid	\$ -	\$ -	
Supplies for Ambulances - BLS Estimate	4	\$ 50,460.00	\$ 201,840.00	
Additional Ambulances When there are Major Events	Mutual Aid	\$ -	\$ -	
Training for EMS Employees - Annual	32	\$ 2,000.00	\$ 64,000.00	
Training for Various Town Departments		\$ -		
Retirement Costs for Former Employees		\$ -		
Benefit Costs for Retirees	6	\$ 12,000.00	\$ 72,000.00	
Workers Comp - Unknown		\$ -		
Billing - Percentage of Adjusted Gross Revenues	4%	\$ 121,137.12	\$ 121,137.12	
Lease Cost for Ambulances	4	\$ 30,000.00	\$ 120,000.00	
Total Operating Costs				\$ 4,569,737.12
Net Annual Revenue/(Cost) to Tax Payer				\$ (784,202.12)

Contract Extension
Between
The Town of Weymouth and Fallon Emergency Medical Services, Inc.

Whereas, The Town of Weymouth (the "Town"), acting by and through its duly authorized Mayor, and Fallon Emergency Medical Services, Inc. ("Fallon"), acting by and through its duly authorized representative, entered into a contract whereby Fallon provides emergency medical services to the Town for the period effective October 15, 2012 through October 14, 2015 (the "Agreement");

Whereas, the Agreement is due to expire on October 14, 2015;

Whereas, the Agreement included an option to extend for up to one (1) additional two (2) year period, at the sole option of the Town;

Whereas, the Mayor has decided, at her sole option, to exercise this option;

Now, therefore, the Agreement between the Town and Fallon is hereby extended for two (2) years, effective October 15, 2015 through October 14, 2017, subject to all of the terms and conditions as stated in the Agreement, except as expressly modified by this Contract Extension as follows:

1. Paragraph F, Ambulance Garaging, is amended by adding the following at the end of this paragraph: In addition to the two (2) ALS units deployed in the Town, Fallon shall also deploy two (2) Basic Life Support ("BLS") units to the Town, one of which will be posted in South Weymouth, in the proximate area of South Shore Hospital and the Pleasant Shops.
2. Paragraph M, Fire Incident Rehab Unit, is amended by adding at the beginning of this paragraph: Fallon shall also deploy a dedicated Fire and Police Incident Rehabilitation unit which shall be garaged in the Town.
3. Paragraph N, Training, is amended by adding a new sub paragraph 6 as follows: Fallon shall provide training opportunities to Weymouth firefighters through Fallon's Paramedic Program at discounted pricing through their partnership with First Response EME.
4. Paragraph A, Service Delivery, is amended by amending sub-paragraph 7 as follows: Fallon shall provide training to Town personnel in emergency medical dispatch when requested by the Mayor.
5. Paragraph A, Service Delivery, is amended by adding a new sub-paragraph 11 as follows: Fallon shall deploy Cyano kits and Rad-57 to all fire scenes.
6. Paragraph A, Service Delivery, is amended by amending sub-paragraph 12 as follows: Fallon shall equip all ALS and BLS units in the Town with Naloxone, so-called "Narcan", and Fallon shall work with the Weymouth Police Department to expand training in the use of Narcan.
7. Paragraph K, Provision for Semi-Automatic Defibrillators, is amended by amending the existing sub-paragraph 1 by increasing the number of AEDs deployed to the Weymouth Police Department from seven (7) to thirteen (13).

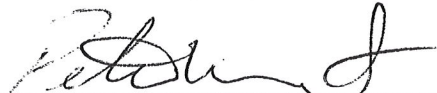
8. Paragraph P, Monthly Statistical Reports, is amended by adding a new paragraph as follows: The parties agree to form a Weymouth EMS Committee, consisting of representatives from Fallon, South Shore Hospital, and members of the Weymouth Police and Fire Departments, as designated by the Mayor. Said Committee shall review, on a regular basis, emergency medical service cases and systems to ensure that such services are being provided to the satisfaction of the Town.
9. Paragraph G, Communications, is amended by adding a new sub-paragraph 8 as follows: Fallon shall deploy, at no cost to the Town, on-line medical profiling service, so-called "Smart 911".
10. A new Paragraph W, entitled, In-House Ambulance Service, shall be added as follows: the parties acknowledge that the Town shall continue its process of evaluating the costs and benefits of administering and operating ambulance service directly through the Town's Fire Department, which would have a direct impact on Fallon's services to the Town under this Agreement. Fallon agrees to fully cooperate with the Town's Ambulance Review Committee as this evaluation continues.

The undersigned persons, duly authorized and empowered to enter into this Contract Extension, execute this Agreement, effective October 15, 2015.

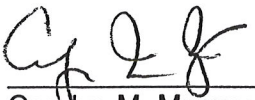
For the Town of Weymouth:


Susan M. Kay, Mayor

For Fallon Emergency Medical Services, Inc.:


Peter Racicot
Title: Senior Vice President

Approved As to Form:


Carolyn M. Murray
Town Solicitor

TOWN OF WEYMOUTH, MASSACHUSETTS

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AMBULANCE SERVICE AGREEMENT EXTENTION

This Agreement ("Agreement") is made effective October 15, 2012, by and between Fallon Emergency Medical Services, Inc. ("Fallon") and the Town of Weymouth, 75 Middle Street, Weymouth, Massachusetts, 02190 ("Town"). Ambulance services are to be provided in accordance with the terms and conditions of this contract.

Agreement period is from October 15, 2012 through October 14, 2015 with the option to extend for up to one (1) additional two (2) year period, at the sole option of the Town of Weymouth.

A. SERVICE DELIVERY

The service level required is Advanced Life Support with Advanced Life Support as a first back up. Ambulance and staffing are required as follows:

1. Two (1) Class I type ambulances to meet Federal Ambulance Specifications with amendments to be available to the Town of Weymouth. Said ambulance shall be immediately available to the scene. Unless there are extenuating circumstances, as agreed upon by the Mayor and Fallon, response time to the scene shall be less than six (6) minutes 95% of the time and in no event shall response time to the scene exceed ten (10) minutes. If such extenuating circumstances arise, Fallon must notify the Town through the Mayor's Office and the Health Director in writing within twenty-four (24) hours. Said ambulance shall be available on a 24 hour, 7 day week basis and shall be staffed at all times with two (2) E.M.T. Paramedics licensed to do ambulance work in accordance with General Laws, Chapter 111C, and the rules and regulations established thereunder. Vehicle must be operated and maintained with all equipment and supplies required for advanced life support in accordance with Chapter 111C, and the rules and regulations established thereunder. Both parties acknowledge that the NFPA standard for ambulance response is 8 minutes or less 80 percent of the time. Both parties also agree that the above stated response of 6 minutes or less 95% of the time is a system goal. Both parties also agree that at no time during the term of this agreement will ambulance response to the scene drop below 6 minutes or less 85% of the time. These "Primary Ambulances" assigned to the Town of Weymouth shall be replaced with new (current model year) ambulances after 60 months in service or 180,000 miles. After 48 months of service, a review of the physical and operational condition of the ambulances will be conducted by the Town to determine if the additional 12 months of use (to the 60 month interval) is acceptable to the Town. If the Town determines the vehicle(s) are unacceptable Fallon agrees to immediately replace said vehicle(s).

2. Fallon shall maintain a first back up Class I type ambulance to meet Federal Ambulance Specifications with amendments to be available to the Town of Weymouth. Said Ambulance shall be staffed at all times with two (2) E.M.T. Paramedics licensed to do ambulance work in accordance with General Laws, Chapter 111C, and the rules and regulations established thereunder. Vehicle must be operated and maintained with all equipment and supplies required for advanced life support in accordance with Chapter 111C, and the rules and regulations established thereunder. Once any backup ambulance arrives in Weymouth, this back-up ambulance shall be required to maintain the same response time to the scene as the primary ambulance. This back-up ambulance shall be maintained by Fallon rather than through a mutual aid agreement. Unless there are extenuating circumstances, as agreed upon by the Mayor and Fallon, the maximum available response time for the arrival of the back-

up ambulance in the Town shall be fifteen (15) minutes. If such extenuating circumstances arise, Fallon must notify the Town through the Mayor's Office and the Health Director in writing within twenty-four (24) hours. Although the Town expects that the back-up ambulance would be an ALS ambulance 100% of the time, the Town requires that the back-up ambulance be an ALS ambulance as described above, at least 85% of the time, unless there are extenuating circumstances, as agreed upon by the Mayor and Fallon. Whenever an ALS ambulance is specifically requested, Fallon will ensure that said ALS ambulance is dispatched; and if Fallon cannot fulfill said request with one of its ALS units, Fallon will immediately utilize Mutual Aid agreements with outside ambulance companies or agencies in order to meet all specified response time criteria.

3. All vehicles utilized by Fallon must be properly insured and registered and must display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker during the life of the Agreement.

4. Fallon shall maintain mutual aid agreements with other ambulance services. Such mutual aid agreements will provide additional back-up response including response to a mass casualty or disaster occurrence. Any changes to these agreements shall be submitted to the Town of Weymouth for its review to ensure that the same criteria and standards of service for the primary and first back-up vehicles are met by the responding vehicles through mutual aid agreements.

5. Fallon shall make available additional ambulances when, in the opinion of the Mayor, there is the expectation of greater than normal demand for ambulance service in the Town of Weymouth. Among these activities are Town of Weymouth functions including, but not limited to parades, marathons and major sporting events. The Town will provide Fallon with as much lead time as possible for the planning of these events.

6. Fallon shall respond to any and all calls for service which will be transmitted via Public Safety Access Point (PSAP), to Fallon by the Weymouth Police and/or Fire Departments' Emergency Dispatch Centers. The terms of this agreement shall extend to only those responses which Fallon makes within the Town of Weymouth. Fallon will respond to emergency ambulance calls made directly to the company by the public within the Town of Weymouth. Fallon will make immediate notification to the Weymouth Fire and Police Departments of any on-site calls for emergency medical services and/or calls received directly by Fallon for emergency services within the Town of Weymouth.

Upon receipt of any and all requests for 911 ambulance response, Fallon communications center shall immediately notify Weymouth Fire Department of response to include at a minimum; unit responding, incident location and nature of incident.

7. Fallon agrees to provide the Town of Weymouth all Emergency Medical Dispatch services through its communications center in Quincy consistent with 560 CMR 5.00.

8. It is agreed that in no case shall Fallon be considered the agent or the employee of the Town of Weymouth in performing services, as the Town of Weymouth is not providing said service, and the contract relationship is between Fallon and the recipient of said service.

9. Fallon agrees to hold the Town of Weymouth harmless from any and all claims, settlements, lawsuits or litigation which may arise from its performance under this Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under Agreement, and Fallon also agrees to indemnify the Town from any liability or expense imposed upon it as a result of this Agreement.

10. The contract shall in no event cover non-emergency work which Fallon may wish to do. The charges and conditions under which non-emergency work may be done within the Town of Weymouth shall be a matter of contract between Fallon and the individual user of the non-emergency service.

B. INSURANCE

Fallon shall maintain the following insurance:

- a. Worker's Compensation. A minimum of \$200,000 each person for bodily injury or death - \$500,000 each accident or statutory limits whichever is greater.
- b. Automobile liability and property damage. A minimum of \$1,000,000 each person for bodily injury or death and \$1,000,000 each accident, and \$500,000 property damage, or statutory limits, whichever is greater; excess liability coverage in the minimum amount of \$5,000,000 each occurrence, \$5,000,000, aggregate
- c. Ambulance Drivers and Attendants Malpractice. \$1,000,000 for all accidents and incidents resulting in personal injury, death, or property damage to one or more persons; plus additional coverage in the amount of \$250,000 at a minimum which applies exclusively to operations under this agreement, provided, however, Fallon agrees to maintain a coverage amount in the highest amounts that are commercially reasonable in cost to a maximum of \$6,000,000.
- d. Premises Operations and Broad Form Property Damage for use of premises at 195 North Street, Weymouth, MA \$1,000,000 bodily injury and property damage combined.

Certificates of insurance shall be furnished to the Town of Weymouth for each of the above listed types of insurance before the contract is signed. Policies and certificates shall be updated annually, and notice shall be given immediately of any revocation or termination of any policy. The Town of Weymouth shall be named as an additional insured on the automobile and medical malpractice insurance policies.

No vehicle may be used to provide emergency services under this agreement on a regular, substitute or back-up basis unless the insurance certificate evidences that said vehicle is covered by the motor vehicle liability insurance required under this Agreement.

C. PERFORMANCE BOND

On or before October 15th of every year in which Fallon provides services under the terms of this Agreement or any extension thereof, Fallon shall submit to the Town a performance bond in the amount of \$200,000. The form and content of all performance bonds required under this Agreement shall be subject to review by the Town and shall be with a surety acceptable to the Town. For purposes of said bond, performance shall be construed to include the provisions of all emergency services, the preparation submission of all reports and all other obligations of this Agreement as required herein. Fallon failure to furnish said bond shall constitute grounds for the immediate termination of this Agreement.

D. TRANSFER SERVICES

Fallon vehicles which are dedicated to the Town of Weymouth shall not be used for non-emergency transfers under any circumstances.

E. BILLING

1. All billing for the use of the ambulance service shall be submitted to the patient or their insurance provider. Any balance not covered by third party payer shall be assumed by the patient. Fallon's credit and collection policy was included in the original proposal response.
2. Fallon will provide transportation for Town employees injured on the job at the Medicare rate in force at the time of transport.

F. AMBULANCE GARAGING

Fallon agrees to post the two dedicated ALS vehicles in the Town of Weymouth; one in the northern section and one in the central section as determined by historical trend.

G. COMMUNICATIONS

1. All Fallon ambulances and responders shall be capable of communicating directly with the Town's fire and police units. Fallon's radio equipment will be programmed with frequencies designated by the Chief of the Weymouth Fire Department, Chief of the Weymouth Police Department and the Town of Weymouth Emergency Medical Services, Medical Director.
2. Fallon will provide communication equipment at Weymouth Fire Alarm and if requested, Weymouth Police Department communications between agencies.
3. Fallon's primary and secondary ALS ambulances and responders shall have direct interoperability with Weymouth Fire and police dispatch centers and units via UHF mobile radios using designated Weymouth Fire and police frequencies. In addition, each ALS ambulance will carry a portable cellular telephone in case of failure of the Police or Fire Department radio systems and operational charges shall be the responsibility of Fallon.
4. Fallon will provide radio equipment for its ambulance(s) serving the town that permits direct two-way radio communication between the ambulance(s) and hospital emergency departments to which Weymouth emergency patients would be transported. Such equipment shall be compatible with the C-MED Radio Network currently in use in the Metropolitan Boston area.
5. A dedicated "ring down" direct phone line shall be maintained between Fallon dispatch office and the E911 Dispatch Center (Police Station) and the Fire Headquarters Dispatch Office. The installation and operational charges shall be the responsibility of Fallon.
6. Fallon must assume all costs of its supplies, telephone, gasoline and oil, maintenance, materials, communication system and equipment etc. and all other items required in the proper operation of the service.
7. A copy of all ambulance documentation must be forwarded to the EMS system medical director within 24 hours of all responses for medical care within the Town.

H. PERSONNEL

1. Fallon shall participate in ongoing evaluation activities under the direction of the Weymouth EMS Medical Director.

2. All Fallon personnel shall be trained in compliance with MGL, Chapter 111C and shall be retrained periodically as required by MGL, Chapter 111C. Fallon will be required to agree to assign and remunerate personnel to attend training and orientation sessions at the authorized hospital responsible for Medical Direction in the Weymouth EMS system, quality assurance activities and case reviews. The programs for training and orientation of system paramedics will be prescribed by the standards established by the Medical Director. These sessions will be arranged and scheduled at times which are mutually agreed upon by the contractor and the Medical Director.

3. At any time, the Town of Weymouth may request in writing that Fallon reassign any employee currently providing emergency services to the Town. Upon receipt of such request, the company shall immediately reassign that employee. The Town of Weymouth or its designee maintains the final approval on all personnel being assigned to the Weymouth EMS contract. In addition, the Town reserves the right to interview all Fallon EMS personnel prior to assignment in Weymouth.

4. The Medical Director of the designated hospital will maintain the right to review personnel assigned to the Weymouth EMS system.

5. Fallon shall provide their personnel with uniforms that are distinguishably different from the uniforms of the Weymouth Fire and Police Departments.

6. Personnel must wear a photo-ID while providing service within the Town of Weymouth.

7. Fallon shall provide on duty at all times a lead supervisory person(s) that the Fire, Police or Hospital Medical Director can contact to handle all operational issues.

8. A list of supervisors and their phone numbers must be provided to the Town agencies. This list must be updated as necessary by Fallon; however, said list shall be updated at least twice during each year of the contract.

I. LABOR DISPUTES

In the event that Fallon suffers a work stoppage as a result of a strike, job action or other industrial relations dispute or stops performance due to insolvency, Fallon agrees to reimburse the Town of Weymouth for any and all costs the Town incurs for alternate services the Town must provide during the interruption of service by the ambulance company. If the Town so requests, Fallon shall lease at no cost to the Town the vehicles provided to the Town under this Agreement, until the work stoppage ends, until the original term of this Agreement expires, or until the Town exercises the option to terminate this Agreement.

J. SUBCONTRACTING

Fallon shall not subcontract any services under the resulting agreement and shall not assign the contract without out written consent by the Town of Weymouth.

K. PROVISION FOR SEMI-AUTOMATIC DEFIBRILLATORS

1. In order for Fallon to improve the delivery of emergency medical assistance to the Town of Weymouth, Fallon shall lease to the Town one defibrillator unit for each emergency vehicle in-service in the Town. There are presently thirteen such fire vehicles and 5 police sector cars along with 2 supervisor vehicles in service in the Town. In the event that additional vehicles are placed in service, additional equipment shall be provided. Each unit shall be equipped with pedi-pads and adult pads and shall be programmed and maintained with the latest protocols in CPR.

Fallon shall provide the Weymouth fire department with two back up defibrillator units and the police department one back up unit in the event that an in-service unit becomes defective.

2. The Town shall pay Fallon the sum of One Hundred Dollars (\$100.00) per year per unit provided.
3. Upon expiration of the contract, the Town may purchase any or all defibrillators in use under this agreement at the then fair market value or One Thousand Dollars (\$1,000.00) per unit, whichever is less.
4. During the lease period, the defibrillators shall remain the property of Fallon, and all repairs, upgrades and maintenance shall be the exclusive responsibility of Fallon.
5. In the event that Fallon is notified that a defibrillator is out of service, they shall immediately replace the defective defibrillator with a fully operational unit.
6. The defibrillators provided to the department shall be all of the same make and model, shall be of the most modern design and type, shall be compatible with those units in use by Fallon and shall be approved by the Medical Director of the Weymouth EMS system.
7. If requested, Fallon shall lease defibrillators to the Weymouth Police Department.
8. As part of the leasing fee, the Ambulance Company shall provide all the necessary training for all members of the Weymouth Fire and Police Departments, to become certified in the proper use of the defibrillators. This training shall be given at a location within the Weymouth Fire and/or Police Departments, and at a location agreeable to the respective Chief of Department.
9. If requested, Fallon Company shall place at least one (1) Defibrillator unit per year in a location of the Town's choice.
10. Fallon shall provide all semi-annual defibrillator re-certification training to the Weymouth Fire and Police Departments.

L. ADDITIONAL COMMUNITY BENEFITS

1. Fallon will establish an annual scholarship program for Weymouth graduating high school seniors. The program will include seniors attending both public and private school. The program will award three scholarships per year for students interested in EMS; the scholarship will include cost of tuition and employment after graduation and state certification.
2. Fallon will work with the Weymouth Health Department to establish training programs which facilitate increased emergency awareness and education. Programs such as; Cardio Pulmonary Resuscitation Training, Ambulance Demonstrations & Show & Tells, Blood Pressure Clinics, Participation in Health Fairs, assistance with Drunken Driving Education among others.

M. FIRE INCIDENT REHAB UNIT

Fallon will provide a fully staffed Fire Emergency Rehab Unit to provide Clinical EMS Services in cooperation with the ALS Ambulance(s) at all major fire scenes or other emergency incidents as necessary. Fallon shall provide cold water to all emergency response personnel at the scene of an incident in clean coolers supplied by Fallon with fresh ice. A rehab station shall be set up at all prolonged incidents in accord with NFPA 1584 5.3 as specified by the Chief of the Weymouth Fire Department.

N. TRAINING

1. Fallon will notify the Weymouth Fire and Police Departments of on-going Continuing Educational Training Units (CEU) opportunities and will make every effort to work with the Weymouth Fire and Police Departments to hold such classes at the Weymouth Fire Department and Police Department Training Facilities. Fallon also agrees to open up said classes to any member of the Weymouth Fire and Police Departments, as well as other municipal employees.
2. Fallon agrees to offer access to a Basic Emergency Medical Technician Course (if sponsored by Fallon) to members of the Weymouth Police and Fire Departments on an annual basis.
3. Fallon shall conduct two recertification classes annually for Fire and Police Department Emergency Medical Technicians at the department training facility and shall assist in other Fire and Police Department training as the EMS Medical Director or the Fire and/or Police Chief may direct.
4. Fallon shall provide a total of twelve (12) continuing education classes per year. These classes will be scheduled throughout the year and held at the Weymouth Fire or Police Department.
5. Fallon shall provide eight (8) CPR courses per year. These classes will be scheduled throughout the year and held at the Weymouth Fire Department or Police Department facility.
6. Fallon shall allow any Weymouth Fire and Police department personnel the ability to attend any continuing education class, refresher training or CPR training held at the Fallon Training Center in Quincy, free of charge.

O. DEFAULT

If the Town at any time during the term of this Agreement determines that Fallon is not in compliance with any of the provisions of this Agreement, the Town may notify Fallon of this determination in writing. Said written notice shall state the reasons for this determination and shall identify the particular provisions of this Agreement that are at issue. Within seven (7) business days of said written notice, Fallon shall come into compliance with the provisions identified in the written notice.

If at the end of said seven (7) day period, the Town determines that Fallon is still not in compliance the Town may assess Fallon liquidated damages in the amount of two hundred and fifty (\$250) dollars per provision for each day thereafter that Fallon fails to comply with each such provision.

P. MONTHLY STATISTICAL REPORTS

Fallon, at no cost to the Town, will submit statistical monthly reports to the Town through the Mayor's office and the Health Director no later than the fifteenth (15th) of the month following the month reported. The statistical information contained in the report shall be provided in an electronic format acceptable to the Town and shall include, but not be limited to:

(A) Number of calls:

1. Daily
2. Weekly
3. Monthly

(B) Calls to be segregated by:

1. Basic Life Support
2. Advanced Life Support
3. Specific note made to ALS calls responded to by non-Weymouth Units

- (C) Dispatching:
 - 1. Time Dispatched
 - 2. Response time to arrive at scene
 - 3. Time spent at scene
 - 4. Transport time to hospital
- (D) Chief Complaint
(Example: Cardiac Arrest or Trauma)
- (E) Sequential listing of all emergency responses to include dates, times, point of entry or refusal of care, no patient and DOA.

The Monthly Statistical Report will include a cross reference of statistics so that relationships of all factors can be clearly identified by sequential patterns. The report shall include cross-referencing of statistical data.

Q. FIRE DEPARTMENT RESUPPLY SYSTEM

Fallon will establish a resupply system for disposable EMS equipment utilized by the Weymouth Fire Department & Police Department emergency response personnel. All disposable equipment will be provided immediately after usage and at no cost to the Town of Weymouth.

R. REVIEW/INSPECTION PROCESS

- 1. Fallon will notify the Town that a State inspection has taken place within 30 days of completion of the inspection. Fallon must forward to the Health Director, a copy of all inspection reports issued by the Department of Public Health, Office of Emergency Medical Services and/or the Ambulance Regulations Program. Any deficiencies noted therein must be corrected immediately.
- 2. The Town shall have the right to terminate the Agreement at any time if in its sole judgment the ambulance service is not satisfactory. Should Fallon, at any time during the life of the Agreement, fail to provide ambulance service under the terms and conditions set forth, or continue to default in the performance of the Agreement, then, and in such case the Town of Weymouth, through its authorized agent, shall have the right to terminate the Agreement between Fallon and the Town of Weymouth, and secure said services from others, and charge the cost thereof to Fallon, which shall be liable for all costs incidental thereto.
- 3. Any and all regulations promulgated by any department, agency, or division of the Commonwealth, and any general laws relative to supplying ambulance service, are hereby incorporated in this specification as if fully written out, and Fallon covenants to meet at all times such requirements and laws presented. Should any provision of this Agreement be in conflict with said regulations and laws, then said regulations and laws shall govern except when the Agreement calls for a higher standard.

S. SEVERABILITY

Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

T. TERMINATION

1. The Town shall have the right to unilaterally terminate at any time by providing Fallon with sixty (60) days written notice.
2. In the event that the Town determines at any time during the term of this Agreement that Fallon has breached a material provision of this Agreement, that Fallon's license to provide Advanced Life Support Services has been or is about to be suspended or revoked or that Fallon's financial stability is so precarious as to make imminent a failure to comply with a material provision of this Agreement, the Town may at its option declare Fallon in default and terminate this Agreement by giving Fallon at least thirty (30) days prior written notice. Said written notice shall specify the reasons for said termination and the effective date of this termination.

U. NOTICES

Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, sent by facsimile with proof of delivery and a confirming telephone call, or sent by certified, registered or express mail, postage prepaid, and shall be deemed given when so delivered or if sent by certified, registered or express mail, three days after the date of mailing, as follows (or to such successor entity or such new address as a party may notify to the other):


If to Fallon: Fallon Emergency Medical Services, Inc.
111 Brook Road
Quincy, MA 02169
Attn: Peter Racicot, Senior Vice President, Business Development

If to Town: Town of Weymouth
75 Middle Street
Weymouth, MA 02188
Attn: Mayor Susan M. Kay

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of October 15, 2012.

Fallon Emergency Medical Services, Inc.

Town of Weymouth

By: 

Approved as to Form: 
Town Counsel

Title S.V.P. Business Development Name: Susan M. Kay
Title: Mayor, Town of Weymouth