

Office of the Town Clerk
Town of Townsend
272 Main Street
Townsend, MA 01469

RECEIVED

JAN 06 2020

BOARD OF SELECTMEN

Kathleen M. Spofford
Town Clerk
Jessica Funaiolo
Assistant Town Clerk

Office: (978) 597-1704
Fax: (978) 597-8135

Resignation Notice

DATE: January 4, 2021

TO: Mark Boynton, Fire Chief
James Kreidler, Town Administrator
Board of Selectmen

FROM: Kathleen M. Spofford, Town Clerk *Kathleen M. Spofford*

John Elliott submitted his resignation from the Townsend Fire/EMS Dept. on January 4, 2020 effective January 5, 2021. Attached is a copy of his resignation letter.

Chapter 41, Section 109 "No resignation of a town official shall be deemed effective unless and until such resignation is filed with the town clerk, or such later time certain as may be specified in such resignation. Upon receipt of the resignation, the town clerk shall notify the remaining members of the board, committee, etc., if any, and notify the executive officers of the town of the effective date of resignation.

cc: Rebecca Hersey, Asst. Treasurer

To Chief Boynton, and Townsend Board of Selectmen

R E C E I V E D
JAN 04 2021

**TOWN OF TOWNSEND
TOWN CLERK**

I have come to the decision to retire from the Townsend Fire-Ems Department effective January 5th 2021 after 34 plus years. It has been a true pleasure and Honor to serve the town of Townsend and the citizens living here and traveling through the town. It has also been a great honor to work with other members of the department over the years along with seven different chiefs or acting chiefs. This decision doesn't come easily or lightly as I have worked my way up through the ranks to Deputy chief. I originally started thinking about retirement back while serving under Chief Klein and stepped down to the rank of Firefighter after serving as deputy for a few years under Chief Boynton to allow for the promotion of others to higher rank to get some experience while allowing myself to still do what I enjoyed doing for a little longer.

Thank you

FF. John Elliott Engine Co.2

3, 8

Carolyn Smart

From: Joe Mazzola
Sent: Thursday, January 7, 2021 12:02 PM
To: Carolyn Smart
Subject: RE: [Townsend MA] Turning Townsend into a Purple Heart Community (Sent by Timothy Alexander, alexandertimothyp@yahoo.com)

I will look into it.

Joe M

Sent from Mail for Windows 10

From: Carolyn Smart
Sent: Wednesday, January 6, 2021 1:06 PM
To: Joe Mazzola
Subject: FW: [Townsend MA] Turning Townsend into a Purple Heart Community (Sent by Timothy Alexander, alexandertimothyp@yahoo.com)

See below, Joe. Let me your thoughts.

From: Jim Kreidler <jkreidler@townsendma.gov>
Sent: Monday, January 4, 2021 3:17 PM
To: Carolyn Smart <csmart@townsendma.gov>
Subject: Fwd: [Townsend MA] Turning Townsend into a Purple Heart Community (Sent by Timothy Alexander, alexandertimothyp@yahoo.com)

Sent from Jim's iPhone

Begin forwarded message:

From: Contact form at Townsend MA <cmsmailer@civicplus.com>
Date: January 4, 2021 at 2:11:08 PM EST
To: Jim Kreidler <jkreidler@townsendma.gov>
Subject: [Townsend MA] Turning Townsend into a Purple Heart Community (Sent by Timothy Alexander, alexandertimothyp@yahoo.com)
Reply-To: alexandertimothyp@yahoo.com

Hello jkreidler,

Timothy Alexander (alexandertimothyp@yahoo.com) has sent you a message via your contact form (<https://www.townsendma.gov/user/293/contact>) at Townsend MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.townsendma.gov/user/293/edit>.

Message:

Dear Mr. Kreidler,

I am a Townsend resident who has lived here most of my life. I graduated from high school in 2016 and enlisted in the United States Army. I was stationed at Hunter Army Airfield in Savannah, Georgia where I served as an Army Ranger for 4 years. I was wounded in combat during my second deployment to Afghanistan and personally received the Purple Heart from the President of the United States at Walter Reed National Military Medical Center. I separated from the Army in August of 2020 and moved back home to Townsend. I am reaching out to discuss turning Townsend into a Purple Heart Community. I believe doing this would establish a strong support structure for the veterans of this town and instill onto the community a sense of pride in remembering the sacrifices of all veterans past, present, and future. Please feel free to email me back at alexandertimothyp@yahoo.com or by telephone 978-727-5169. If you are not the correct person to direct this inquiry to please direct me to the appropriate party. Thank you for your time.

Respectfully,
Timothy Alexander

Carolyn Smart

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Respectfully,
Timothy Alexander

3.9



PUBLIC NOTICE OF VACANCY

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancies are posted:

AGRICULTURAL COMMISSION

One-year term for 2 members-Two-year term for member-at-large -Three-year term for one member.

One-year term for 3 alternate members

Appointed Annually by the Board of Selectmen

If interested, please forward a Volunteer Application form to the
Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469.

Town of Townsend, MA
Tuesday, January 12, 2021

Chapter 3. Agriculture Commission

[HISTORY: Adopted by the Annual Town Meeting of the Town of Townsend 5-7-2013
ATM by Art. 25. Amendments noted where applicable.]

GENERAL REFERENCES

Farming — See Ch. 34.

§ 3-1. Commission established.

An Agriculture Commission is hereby established (hereafter known as the
"Commission") to represent the Townsend agricultural community.

§ 3-2. Duties and responsibilities.

Said Commission shall serve as facilitators for encouraging the pursuit of agriculture in
Townsend; shall promote agricultural-based economic opportunities in the Town; act as
mediators, advocates, educators, and/or negotiators on farming and forestry issues,
shall work for preservation of prime agricultural and forestry lands; and shall pursue all
initiatives appropriate to creating a sustainable agricultural community.

§ 3-3. Membership.

The Commission shall consist of five Townsend residents appointed by the Board of
Selectmen. Not fewer than three members shall derive income from farming, forestry or
agricultural-based enterprises in Townsend, and the other two members shall be appointed
for a term of three years, two members shall be appointed for a term of two years, and
one member shall be appointed for a term of one year. Thereafter, terms shall be three
years. Up to three alternates may also be appointed, each for one-year terms.

§ 3-4. Solicitation from Board of Selectmen.

The Board of Selectmen shall solicit input from the Commission prior to making
appointments to fill vacancies.

§ 3-5. Report.

The Commission shall report on its projects on an annual basis within the Town report.

Carolyn Smart

From: Jim Kreidler
Sent: Monday, January 11, 2021 1:58 PM
To: Carolyn Smart
Subject: Fwd: [Townsend MA] Request for Information (Sent by Deb Brosnan, deborahbrosnan@yahoo.com)

Ag commission appointments on 19th meeting.

Sent from Jim's iPhone

Begin forwarded message:

From: Veronica Kell <vkell@townsendma.gov>
Date: January 11, 2021 at 11:31:53 AM EST
To: Beth Faxon <bfaxon@townsendma.gov>, Jim Kreidler <jkreidler@townsendma.gov>
Subject: Re: [Townsend MA] Request for Information (Sent by Deb Brosnan, deborahbrosnan@yahoo.com)

Jim,

I agree with all Beth's thoughts on this.

The Agriculture Commission that is defined in the Charter needs appointed, so please put that on the BOS agenda for Jan 19 so we can get a posting out.

Thanks, Veronica

From: Beth Faxon <bfaxon@townsendma.gov>
Sent: Monday, January 11, 2021 11:21 AM
To: Jim Kreidler <jkreidler@townsendma.gov>; Veronica Kell <vkell@townsendma.gov>
Subject: RE: [Townsend MA] Request for Information (Sent by Deb Brosnan, deborahbrosnan@yahoo.com)

Good morning,

Defer to the Conservation Commission as they're charge is to oversee conservation restrictions and, to the Board of Assessors' who oversee Agricultural Preservation Restrictions, both on privately held property. Additionally, Town properties committee may be able to chime-in.

Thanks,

Beth Faxon
Planning Board and ZBA Administrator, Town of Townsend
978-597-1722
bfaxon@townsendma.gov
www.townsendma.us

Please note that my email address has changed to bfaxon@townsendma.gov and my bfaxon@townsendma.us address will no longer receive mail after October 2020. Please be sure to make changes to your contact/address book before then so that we will not lose contact. Thank you.

In Massachusetts, the term "public record" is broadly defined to include all documentary materials or data created or received by any officer or employee of any governmental unit, regardless of physical form or characteristics, unless it falls under one of the statutory exemptions to the Public Records Law, G.L.c. 4, 7(26). Consequently, email is subject to the disclosure, retention, and maintenance provisions as required by law. G.L.c. 66

From: Jim Kreidler <jkreidler@townsendma.gov>
Sent: Friday, January 08, 2021 10:09 AM
To: Veronica Kell <vkell@townsendma.gov>; Beth Faxon <bfaxon@townsendma.gov>
Subject: Fwd: [Townsend MA] Request for Information (Sent by Deb Brosnan, deborahbrosnan@yahoo.com)

Veronica and Beth

See below. Any thoughts?

Jim

Sent from Jim's iPhone

Begin forwarded message:

From: Jessica Funaiole <jfunaiole@townsendma.gov>
Date: January 8, 2021 at 8:48:19 AM EST
To: deborahbrosnan@yahoo.com
Cc: Carolyn Smart <csmart@townsendma.gov>, Jim Kreidler <jkreidler@townsendma.gov>
Subject: RE: [Townsend MA] Request for Information (Sent by Deb Brosnan, deborahbrosnan@yahoo.com)

Good morning Deb,

So I believe this goes to the Board of Selectmen. I will copy them on this e-mail. At least they will know where this request goes. I hope you have a great day today!

Sincerely,

Jessica Funaiole
Assistant Town Clerk
272 Main Street
Townsend, MA 01469

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Sincerely,

Jessica Funaiole
Assistant Town Clerk
272 Main Street
Townsend, MA 01469

3,9



PUBLIC NOTICE OF VACANCY

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancies are posted:

OPEN SPACE AND RECREATION COMMITTEE (9 members needed for duration of the open space plan update).

Applicants should have an interest and commitment to open space preservation and protection and recreation. The Committee is responsible for updating the town's Open Space and Recreation Plan, which is a requirement of the State and also used as a determining factor in awarding grants for land use projects such as open space purchases and recreation facility development and upgrades.

- | | |
|---|--|
| 1 Member representing the Historic District Commission. | 1 Member representing the Water Commissioners. |
| 1 Member representing the Recreation Commission. | 1 Member representing the Board of Health. |
| 1 Member representing the Planning Board. | 1 Member representing the Conservation Commission. |
| | 3 Members citizen-at-large. |

Appointed Annually by the Board of Selectmen

If interested, please forward a Volunteer Application form to the
Office of the Board of Selectmen, 272 Main Street, Townsend, MA 01469.



Land Use
Town of Townsend,
272 Main Street
Townsend, Massachusetts 01469

Rec'd Townsend Town C
14 NOV 19 PM 1:11

NOVEMBER 2019

PUBLIC NOTICE OF VACANCY

In accordance with Section 7-10 of the Townsend Charter requiring a ten (10) day posting, the following vacancies are posted:

OPEN SPACE AND RECREATION COMMITTEE

9 Members needed for duration of plan production

Applicants should have an interest and commitment to open space preservation and protection and recreation. The Committee is responsible for updating the town's Open Space and Recreation Plan, which is a requirement of the State and also used as a determining factor in awarding grants for land use projects such as open space purchases and recreation facility development and upgrades.

- 1 Member representing the Historic District Commission
- 1 Member representing the Water Commissioners
- 1 Member representing the Recreation Commission
- 1 Member representing the Board of Health
- 1 Member representing the Planning Board
- 1 Member representing the Conservation Commission
- 3 Members citizen-at-large representation

Volunteer Response forms are available at the Town Clerk's Office, the office of the Board of Selectmen, the Land Use Office, or on line at www.townsend.ma.us. All interested parties are encouraged to apply by completing a form and submitting it to the Board of Selectmen or the Land Use Department. If you have any questions, please contact Lyndsy Butler, Land Use Coordinator, at 978-597-1700 x 1723, or lbutler@townsend.ma.us.

Carolyn Smart

From: Veronica Kell
Sent: Monday, January 11, 2021 6:42 PM
To: Carolyn Smart
Cc: Jim Kreidler
Subject: Re: Open Space

Hi Carolyn,

The makeup of the Town's 2012 & 2013 Open Space Committee is below.

one member from each of the following:

Historic District Commission

Water Commissioners

Recreation Commission

Board of Health

Planning Board

Conservation Commission

three citizens-at-large

Staff support was the Land Use Coordinator.

Reviewers of the survey were:

Board of Health

Board of Selectmen

Conservation Commission

Planning Board

Historic District Commission

Board of Assessors

Townsend Historical Society

Water Department

Cemetery and Parks.

Section 2.2, Pages 6 & 7, of the OSRD that expired in March of 2020 describes the Process and Public Participation.

At the BOS meeting, we voted to set up a committee, and to post it. This makeup seemed to work last time.

We will need different Staff support since we don't have a land use coordinator.

But I would post using the makeup from the last time. If that's not what we agreed to at the 1/5 meeting, then put it on the Agenda for the 1/19 BOS meeting.

Thanks,

Veronica

From: Carolyn Smart <csmart@townsendma.gov>
Sent: Wednesday, January 6, 2021 1:46 PM
To: Veronica Kell <vkell@townsendma.gov>
Cc: Jim Kreidler <jkreidler@townsendma.gov>
Subject: Open Space

Hi Veronica:

I've asked Kathy if she has the posting for SPC when it formed. She's going to get back to me.

I looked at a few committees in other towns. Take a look and tell me if you like any of it.

The Open Space Committee will consist of seven members who are appointed to 2-year terms by the Select Board comprised of a member or designee: of the Select Board, Conservation Commission, Parks and Recreation Commission, School Department, Planning Board, Agricultural Commission and one member at large. The Town's Land Use Administrator/Conservation Agent and/or Town Planner and Department of Public Works Director may participate as non-voting members on an as needed basis.

Carolyn Smart
Executive Assistant to the Town Administrator
Board of Selectmen's Office
272 Main Street, Townsend, MA 01469
(978) 597-1700 ext 1719
csmart@townsendma.gov
www.townsend.ma.us

Please note that my email address has changed to csmart@townsendma.gov, please be sure to make changes to your contact/address book before then so that we will not lose contact. Thank you.

If this email is received by a multi-member public board, commission or committee please take care to never "respond to all" as you may inadvertently create a violation of the open meeting law.

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message. In Massachusetts, the term "public record" is broadly defined to include all documentary materials or data created or received by any officer or employee of any governmental unit, regardless of physical form or characteristics unless it falls under one of the statutory exemptions to the Public Records Law MGL Chapter 4, Section 7(26). Consequently, email is subject to the disclosure, retention and maintenance provisions as required by law, MGL Chapter 66.



3,10
GovHR USA
GovTEMPSUS

Employee Evaluations: Components and Best Practices

September 17, 2020

Joellen J. Cademartori, Chief Executive Officer

630 Dundee Road, Suite 130, Northbrook, IL 60062
847.380.3240 info@govhrusa.com GovHRUSA.com

Presentation Outline



What is Performance Evaluation and Objectives of a Performance Evaluation System



Performance Evaluation Tool Components



Meeting with the Employees



Practical Tips and Questions



What s Performance Evaluation?

Examines and Evaluates
Employee Work
Behavior
to Preset Standards

Reviews Employee
Progress toward the
Completion of Goals

Documents the Results

Provides Feedback to
the Employee



Objectives of a Performance Evaluation System



Promotes and strengthens communication by outlining performance expectations and standards.



Promotes productivity and raises the level of performance.



Documents performance to support personnel decisions – promotions, merit increases, disciplinary actions.



Evaluates and prepares employees for future assignments – Succession Planning



Identifies training opportunities to enhance skills or improve performance.



Focuses on performance criteria and goals.



Performance Evaluation Practices

➤ Scan of Tools and Practices

➤ Massachusetts

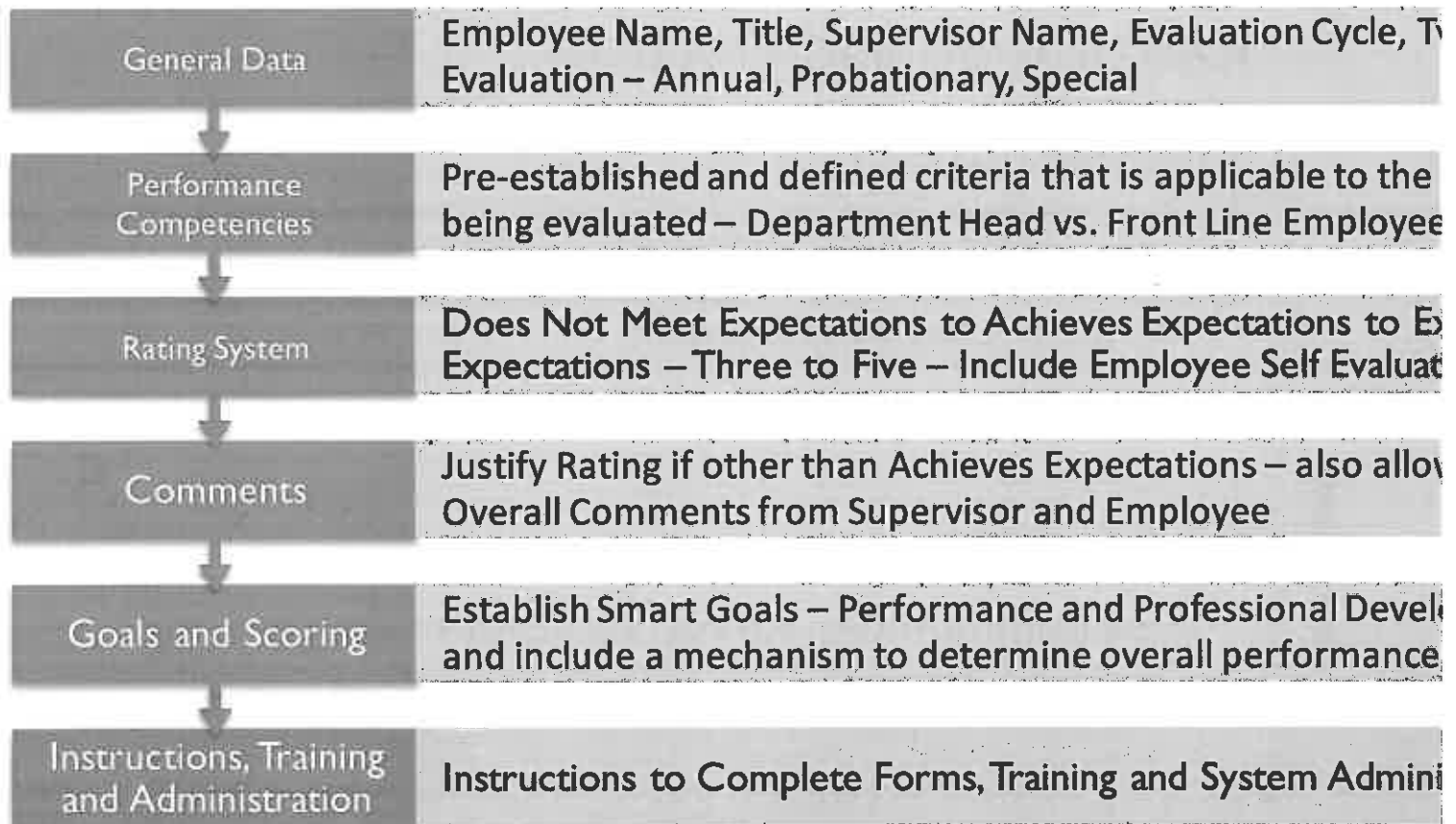
- 16 Communities Surveyed, 8 Responses
- 5 have a system, 3 do not

➤ Nationwide

- 34 Communities Survey, 16 Responses
- 17 have a system, 3 do not



Performance Evaluation Tool Compon



Performance Competencies

Leadership

Management

Technical

Team

Performance Competencies and Categories

➤ Leadership Categories

- Mission, Vision, Values and Strategic Plan
- Initiative and Innovation
- Relationship with Assigned Committees and Commissions
- Professional Growth and Development
- Leadership Perception





Performance Competencies and Categories

➤ Leadership Category

- Relationship with Assigned Committees and Commissions
 - Actively Communicates and provides guidance and liaison services
 - Develops and maintains effective professional working relationships
 - Consistently and appropriately represents Town Administration position;
 - Accessible and responsive to requests for information.





Performance Competencies

Exhibited by all employees – weighted differently

	Dept Head	Manager	Front-Line
Leadership	40%	20%	10%
Management	20%	40%	10%
Technical	20%	20%	60%
Team	20%	20%	20%

What Affects Performance?



It is likely the level of performance will change from year to year:

Organization Policies and Pra
Job Concerns
Personal Life



Understand the biases that accompany rating performance:

Halo vs Horn
Recent Effect, Central Tenden
Positive vs. Negative Leniency
Like Me or Contrast Effect

Rating System – Use Words!

Too Few?

- ▶ Does Not Meet Expectations
- ▶ Achieves Expectations
- ▶ Exceeds Expectations

Too Many?

- ▶ Unacceptable
- ▶ Needs Improvement
- ▶ Meets Expectations
- ▶ Exceeds Expectation
- ▶ Outstanding

Establishing Performance Goals

Decide on the types of goals to be established, either process or program focused or task oriented

- Use the SMART goal format:
 - Specific (Single Outcome)
 - Measurable (Action Oriented - #↑↓)
 - Attainable (Realistic – can be accomplished)
 - Relevant (To our mission and positions)
 - Timebound (By when)

Smart Goals?



Attend a time management seminar by December 31,



Purchase a work order system



Have no accidents while operating City/Town equipment throughout the evaluation period



Develop a list of CIP items as they relate to HVAC by November 2, 2020



Smart Goals?



Provide more online services for residents



Find a way to cut the budget by 5%



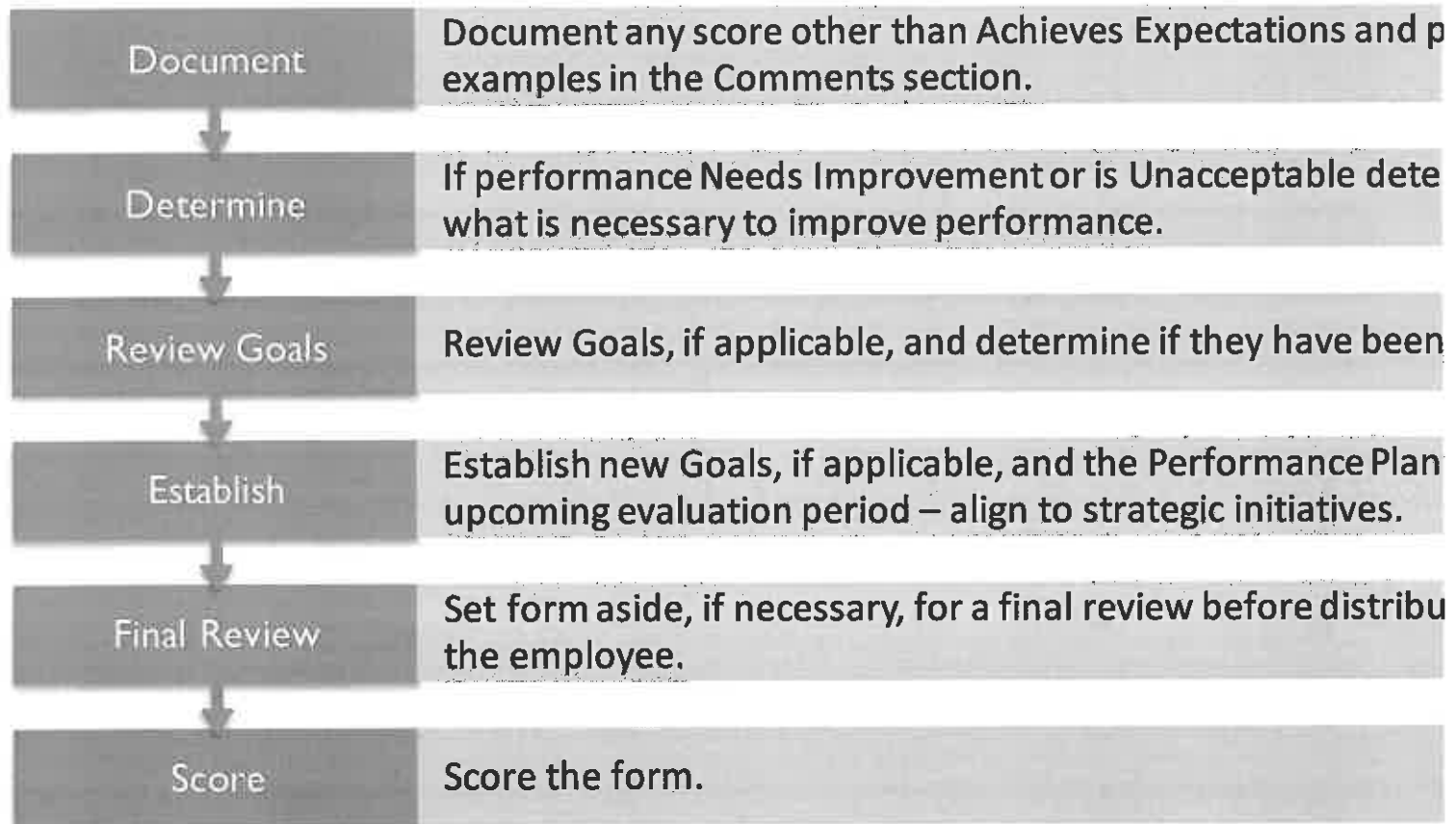
Improve work relationships



Read the Purchasing Manual by September 21, 2020



Steps in Evaluating Performance



Meeting w Employee

Distribute the
Evaluation Form
for the Meeting

Meet in Private

Emphasize the
Free-flowing and
Feedback



Discuss any
recommended
training and
development
opportunities.



Solicit feedback from
the employee and
answer all questions.



Allow the employee
to provide written
feedback and give
the deadline for the
written feedback to
be provided.



Schedule a follow-up
meeting if necessary.



Sign the form.



Send form to
Supervisor or
Human Resources.



How to Ensure Success!



Open communication and notetaking will go a long way when evaluating employee performance. No surprises!



Aligning goals to the mission of the Community will make work more purposeful.



Ongoing training to ensure the system is being used uniformly is paramount.



Overall management of the system to ensure consistency across departments is key to its success.



Employees take pride in their work and desire feedback!

Let me know if I can help...

Questions?

jcademartori@govhrusa.com

Direct: 847-380-3238

Mobile: 224-545-4333

TESTING AGREEMENT

THIS TESTING AGREEMENT (this "Agreement") is entered into effective as of _____ (the "Effective Date"), by and between Townsend, a(n) Fire-EMS with a principal place of business at 13 Elm St ("Customer") and Pro EMS Solutions, Inc., a Massachusetts corporation with its principal place of business at 31 Smith Place, Cambridge, MA ("Pro EMS") (Customer and Pro EMS may be referred to herein as a "Party" or collectively as "the Parties").

WHEREAS, Customer operates an ambulance service (the "Service") and desires to engage Pro EMS to provide the COVID-19 testing and other management services set forth on Exhibit A hereto (the "Testing Services");

WHEREAS, under guidelines, emergency orders and other communications, as may be amended or supplemented from time to time, the Commonwealth of Massachusetts has implemented protocols designed to provide COVID-19 testing, such testing to be performed by health care providers, clinical laboratories, providers of basic and advanced life support services or others (the "Massachusetts Protocols");

WHEREAS, under the Massachusetts Protocols, Customer is performing COVID-19 testing;

WHEREAS, Customer desires to have Pro EMS provide or arrange for the Testing Services pursuant to Customer's obligations under the Massachusetts Protocols; and

WHEREAS, under the Massachusetts Protocols, Pro EMS employees, agents, affiliates and/or subcontractors are permitted to perform or arrange for the Testing Services through a contractual arrangement with Customer.

NOW, THEREFORE, IN CONSIDERATION of the mutual agreements and covenants herein, Customer and Pro EMS hereby agree as follows:

1. Testing Services. During the term of this Agreement:

(a) Pro EMS agrees to provide the Testing Services to Customer on an "as available" basis. The Testing Services will be performed in accordance with generally recognized industry standards and practices for the performance of similar services.

(b) Customer agrees to engage Pro EMS as a provider of the Testing Services. Customer represents and warrants that, (i) it is duly authorized to enter into this Agreement, and (ii) upon any request on behalf of Customer for Testing Services hereunder, Customer shall perform its obligations in accordance with the terms and conditions of this Agreement.

(c) Customer acknowledges that Pro EMS provides Testing Services for others and agrees that nothing in this Agreement shall be deemed or construed to prevent Pro EMS from providing such services.

(d) Pro EMS agrees to provide the Testing Services during its normal hours of operations, seven days a week, three-hundred and sixty-five days a year, provided that testing kits are available and Customer reasonably cooperates with Pro EMS and its employees, sub-contractors



TOWNSEND FIRE-EMS DEPARTMENT

Proudly serving the citizens of Townsend since 1875

PO Box 530 – 13 Elm St.
Townsend, MA 01469

3.12

Mark R. Boynton
Chief of Department

Headquarters: 978-597-8150

Fax: 978-300-5786

MEMORANDUM

To: James Kreidler, Town Administrator

From: Mark R. Boynton, Fire-EMS Chief *MRB*

Subject: In-House COVID Testing for Emergency Services

Date: December 29, 2020

On behalf of Fire-EMS and Police Department I respectfully request Townsend enter into a contract with Pro EMS to facilitate in-house COVID 19 testing.

The testing agreement will facilitate Townsend Fire-EMS having training personnel on staff to obtain COVID testing samples at any time at the central fire station on Elm Street. The program provides the equipment needed and laboratory services to obtain results in a short period to time, generally 24 hours, at a reduced cost.

Currently personnel are waiting 3-5 hours to be tested with the general public at local walk in clinics. It is taking 3-7 days to obtain test results at a cost of \$140-\$160.

A select group of Townsend Paramedics will be trained to take samples. Pick up laboratory services are provided on a weekly bases or on an as needed basis. We intend to utilize this service to test personnel anytime there is an exposure and will consider weekly testing if necessary, prudent and financially feasible.

Start-up cost is \$100.00 to purchase a lock box for specimen storage while waiting for pickup. A label printer is supplied to label specimens and training is provided. Each test cost \$60 to process the results and we are responsible for administering the program, HIPPA compliance and controls.

and agents to allow access to its Service and reasonable accommodations. In addition, Customer agrees to follow all program requirements relating to the performance of Testing Services, which can be found at <http://proemssolutions.com/covid-19-testing/> as such program requirements shall be amended from time to time.

(e) Customer will pay Pro EMS a fee for the management services and each COVID-19 test performed as part of the Testing Services (each, a "Test") in accordance with terms set forth on Exhibit B attached hereto. Pro EMS will bill Customer, and Customer agrees to pay Pro EMS immediately upon Customer's receipt of Pro EMS's invoice.

(f) Pro EMS agrees to comply and be bound by the Massachusetts Protocols when Pro EMS provides Testing Services pursuant to this Agreement. It is understood that the Massachusetts Protocols may be amended or supplemented occasionally by the Commonwealth of Massachusetts. Customer agrees to send all amendments to the Massachusetts Protocols to Pro EMS via overnight mail by a recognized commercial carrier. Pro EMS shall have five (5) days to agree to adhere to such amendments to the Massachusetts Protocols. In the event that Pro EMS is unable, for any reason, to adhere to such amendments to the Massachusetts Protocols, Pro EMS shall within five (5) days of receipt of such amendments, notify Customer in writing and terminate this Agreement.

(g) Pro EMS shall comply with all applicable federal, state and local laws in performing all Testing Services pursuant to this Agreement, including without limitation the Healthcare Laws described in Section 2(a) below. Customer shall comply with all applicable federal, state and local laws, including without limitation the Healthcare Laws set forth in Section 2(a) below, in operating the Service, and in billing and collecting reimbursement for Testing Services from any third-party payers, including without limitation the Medicare program or any state Medicaid programs.

(h) Pro EMS will ensure that all Tests performed by it have been or will be properly collected, labeled, handled, stored, packaged and shipped in accordance with applicable law, unless such Tests have been performed by Customer, in which case Customer shall be responsible for the proper collection, labeling, handling, storing, packaging, and shipping of all such Tests; provided, that, if Pro EMS is engaged to ship any Tests performed by Customer, Pro EMS shall be responsible for the shipping of such Tests.

(i) Prior to the performance of any Test performed or shipped by Pro EMS under this Agreement, Customer shall secure from each patient all informed consents, authorizations, approvals and permissions necessary or required by applicable law, institutional policies, contractual obligations or the Massachusetts Protocols for Pro EMS's performance of the Testing Services (including any requirements relating to collection or transfer of data, the return of results (to the extent applicable), sharing of samples with third-party laboratories, and use of other third-party service providers (including cloud service providers) to store data generated from the Testing Services). Further, prior to the performance of any Test performed or shipped by Pro EMS, Customer shall ensure that Customer has all appropriate rights and licenses to provide any and all materials to Pro EMS for the purpose of performing the Testing Services ("Materials"), and that use of Materials by Pro EMS will not infringe or misappropriate the proprietary or intellectual property rights of any third-party, and that Customer will not violate any applicable law, institutional policy or contractual obligation by providing such Materials to Pro EMS to obtain the Testing Services. Customer is responsible for notifying Pro EMS as soon as practicable after Customer becomes aware of any actual or potential breach of any provision of this Section 1(i). Customer further agrees that it will be solely and exclusively responsible for any physician or other clinician oversight required for the submission of the specimens and the receipt of Test results, and for any clinical or other follow up associated with Test results.

2. Legal Compliance.

(a) Compliance with Healthcare Laws. During the term of this Agreement, each Party will not, nor will any director, officer, employee or agent of either Party, including any physician or clinical employee violate, conduct its business or operations in violation of, or use or occupy its properties or assets in violation of any Healthcare Laws in any material respect. As used in this Agreement, the term "Healthcare Laws" will mean all federal and state laws, rules or regulations relating to the regulation, provision or administration of, or payment for, healthcare products or services, including, but not limited to (i) the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), the Physician Self-Referral Law, commonly known as the "Stark Law" (42 U.S.C. §1395nn), the civil False Claims Act (31 U.S.C. §3729 et seq.). TRICARE (10 U.S.C. Section 1071 et seq.), Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code and the regulations promulgated pursuant to such statutes; (ii) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) and the regulations promulgated thereunder; (iii) Medicare (Title XVIII of the Social Security Act) and the regulations promulgated thereunder; (iv) Medicaid (Title XIX of the Social Security Act) and the regulations promulgated thereunder; (v) quality and safety laws, rules or regulations relating to the regulations, provision or administration of, or payment for, healthcare products or services; (vi) rules governing the provision of services to employees with workers compensation coverage or licensure or certification as a healthcare organization to provide such services; and (vii) licensure laws, rules or regulations relating to the regulation, provision or administration of, or payment for, healthcare products or services, including without limitation the Massachusetts Protocols, each of (i) through (vii) as amended from time to time. Each Party will immediately notify the other in writing if it receives any written notice of any alleged breach, violation of, default under or any citation for noncompliance with, any Healthcare Laws or if there is a basis which could constitute such a breach, violation, default or noncompliance.

(b) Payer Matters. The Customer is solely and exclusively responsible for any and all third-party billing and reimbursement arrangements related to the Testing Services, including without limitation under the Medicare program, any Medicaid program, or any other government reimbursement program.

3. Term of Agreement. Unless earlier terminated by mutual agreement of the parties, this Agreement shall begin on the Effective Date and continue for the period of the COVID-19 pandemic or until December 31, 2021, whichever shall be earlier. This Agreement shall automatically renew for successive one-year periods, on the anniversary of December 31 in each year, unless terminated by either party, upon ninety (90) days' advance written notice prior to the expiration date of any renewal term. In addition, either party may terminate this agreement upon thirty (30) days prior notice to the other.

4. Termination. Notwithstanding anything in Section 2 to the contrary, if Customer fails to make payment on any due date, Pro EMS shall have the right to suspend Testing Services hereunder and, if such failure to make payment has not been cured within fifteen (15) days of the due date, upon written notice, terminate this Agreement and any or all outstanding orders for Testing Services hereunder. Either Party may terminate this Agreement immediately upon written notice if the other party: (a) enters into insolvency or bankruptcy proceedings of any sort, whether voluntary or involuntary on the part of such other party; or (b) provides notice of an actual or potential violation of a Healthcare Law pursuant to Section 2(a) above.

5. Effective of Termination. Termination of this Agreement hereunder shall not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Customer of its obligation to pay all charges and expenses accruing prior to such termination. The Parties' rights and obligations under Sections 3, 4, 5, 6, 7, 8, 9, 14 and 15 of this Agreement (to the extent appropriate) shall survive termination of this Agreement.

6. Indemnification; Limitation of Liability.

To the extent permitted by law, Customer shall indemnify and hold harmless Pro EMS and each of its directors, officers, agents, subcontractors, employees and controlling persons (collectively, the "Pro EMS Indemnified Persons"), against any losses, claims, damages, or liabilities (or actions or proceedings in respect thereof) related to or arising out of Pro EMS's engagement hereunder (collectively, a "Pro EMS Claim"), and Customer will reimburse Pro EMS and each other Pro EMS Indemnified Person hereunder for all reasonable legal and other expenses as such expenses are incurred in connection with investigating or defending any Pro EMS Claim, if such Pro EMS Claim arose from the negligence or misconduct of Customer or any of its directors, officers, agents employees or controlling persons.

Pro EMS shall indemnify and hold harmless Customer and each of its directors, officers, agents, subcontractors, employees and controlling persons (collectively, the "Customer Indemnified Persons"), against any losses, claims, damages, or liabilities (or actions or proceedings in respect thereof) related to or arising out the Testing Services performed under this Agreement (collectively, a "Customer Claim"), and Pro EMS will reimburse Customer and each other Customer Indemnified Person hereunder for all reasonable legal and other expenses as such expenses are incurred in connection with investigating or defending any Customer Claim, if such Customer Claim arose from the negligence or misconduct of any of the Pro EMS Indemnified Persons.

In no event shall either Party be liable for any indirect, incidental, special, consequential, reliance or cover damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in action in contract or tort, even if the other party has been advised of the possibility of such damages. Neither Party's aggregate liability for damages hereunder shall exceed the total amount of fees paid by, or due from, Customer hereunder.

7. Waivers and Amendments. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the Party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it is related and shall not be deemed to be a continuing or further waiver.

8. Notices. Except as otherwise provided in this Agreement, all notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when personally delivered, or one business day after being sent by overnight mail via a recognized commercial carrier, or five (5) days after mailing by registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

To Customer:

Townsend Fire
P.O. Box 530
Townsend MA 01469

To Pro EMS:

PRO EMS SOLUTIONS, INC.
31 Smith Place
Cambridge, MA 02138
Attn: William Mergendahl, Jr.

Either Party may change the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

9. **Entire Agreement.** This Agreement, along with Exhibit A, Exhibit B, and the Business Associate-Agreement by and between Customer and Pro EMS dated of even date herewith and attached hereto as Exhibit C, constitutes and represents the entire Agreement between the Parties hereto and supersedes any prior understandings or agreements, written or oral, between the parties hereto respecting the subject matter herein. This Agreement may only be amended by an agreement in writing executed by all of the Parties hereto. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

10. **Severability.** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable, in whole or in part. Should any term or provision of this Agreement be deemed invalid by a court of competent jurisdiction, then such term shall be construed so as to be consistent with applicable law, and the remainder of this Agreement shall otherwise remain in full force and effect.

11. **Paragraph Headings.** Captions and articles headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the intent of any provision hereof.

12. **Subcontracting.** Pro EMS may subcontract the performance of certain of its obligations under Exhibit A to qualified third parties, provided that (a) Pro EMS notifies Customer of the proposed subcontractor and identifies the specific Testing Services to be performed by the subcontractor, (b) the subcontractor performs those Testing Services in a manner consistent with the terms and conditions of this Agreement, and (c) Pro EMS remains responsible to Customer for the performance of the Testing Services hereunder. Pro EMS may have certain of its obligations under Exhibit A fulfilled by an affiliate without prior notice to Customer, provided that Pro EMS remains responsible to Customer for performance of the Testing Services hereunder.

13. **Use of Name.** Pro EMS shall have the right to use Customer's name and likeness in connection with Pro EMS's marketing and promotional activities.

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in the Commonwealth of Massachusetts. Pro EMS and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, said courts.

15. **Relationship.** Both parties agree that this Agreement is not intended to create, nor shall it be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the Parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, employee or representative of the other, nor will either Party have any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party.

16. **Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable to the other in damages for, nor shall this Agreement be terminable by reason of, any delay or default in such Party's performance under this Agreement, if such delay or default is caused by conditions beyond such Party's control, including, but not limited to, acts of God, war, insurrection, civil commotion, pandemic, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts, epidemics, failure of suppliers, public utilities or common carriers, any foreign or domestic embargoes, seizures, or the adoption or enactment of any law, ordinance, regulation, ruling or order, inability to secure materials or transportation, explosions, or other accidents or contingencies beyond such party's control. In the event of the occurrence of an event of force majeure, the Party affected shall give prompt notice to the other Party and shall use all reasonable efforts to alleviate or

minimize such event and resume full performance at the earliest possible date. In no event shall an event of force majeure relieve Customer from payment of the performance of Testing Services prior to the occurrence of the event of force majeure.

17. **Counterparts.** This Agreement may be executed in electronic (pdf or facsimile) form and in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

18. **Headings.** This Agreement contains headings only for convenience and the headings do not constitute or form a part of this Agreement and should not be used in the construction of this Agreement.

[Signature page follows.]

BY SIGNING THIS AGREEMENT BOTH PARTIES AGREE TO BE BOUND BY THE TERMS
WITHIN THIS AGREEMENT AS WELL AS THE TERMS SET FORTH IN EXHIBIT A,
EXHIBIT B, AND THE BUSINESS ASSOCIATE AGREEMENT ATTACHED HERETO.

PRO EMS SOLUTIONS, INC.

By: _____

Name: William Mcrgendahl

Title: CEO

By: _____

Name: _____

Title: _____

Exhibit A

Testing Services

Testing Services for ambulance services in Massachusetts who are able to collect samples using their own clinical staff:

- Initial Training of Staff in the handling and administration of COVID-19 sample kits
- Remote technical support during regular business hours
- Instruction in test administration and implementation of industry accepted procedures and protocols for use of COVID-19 sample kits
- Pick-up and Delivery to third-party clinical laboratory of COVID-19 test samples for testing

Customer understands that the Testing Services do not include and Customer is not engaging Pro EMS to perform COVID-19 clinical testing and that those services will be provided by third-party clinical labs ("Clinical Labs") approved by Customer. Moreover, Customer acknowledges and agrees that Customer is solely responsible for interpreting and analyzing the data and information contained in any results of Tests provided by Clinical Labs.

Exhibit B

Fees for Testing Services

Sixty (\$ 60.00) where the client assumes the role of managing test results per each COVID-19 test delivered as part of the Testing Services.

Customer is solely and exclusively responsible for any and all third-party billing and reimbursement arrangements related to the Testing Services, including without limitation under the Medicare program, any Medicaid program, or any other government reimbursement program.

Exhibit C

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") governs the relationship between [] ("Covered Entity") and PRO EMS ("Business Associate") as that term is used in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder (collectively, "HIPAA").

The Effective Date of this Agreement shall be the earlier of the date that the parties entered into an agreement by which Business Associate provides services to Covered Entity or the date on which a party provided to the other party any Protected Health Information ("PHI") as that term is used in HIPAA.

The parties acknowledge that this Agreement is required by HIPAA and Title XIII of the American Recovery and Reinvestment Act of 2009, which is also known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as HIPAA and HITECH impose obligations on the parties with respect to PHI.

A. DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in the HIPAA regulations promulgated in 45 C.F.R. Parts 160 and 164.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

1. Permitted Uses and Disclosures. Business Associate may only use or disclose Covered Entity's PHI in accordance with this Agreement or as Required by Law.

2. Security Obligations for PHI. Business Associate shall implement appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Covered Entity's electronic PHI as required by the Security Rule and shall comply, where applicable, with the Security Rule.

3. Performance of Covered Entity's Obligation. To the extent that Business Associate carries out any of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

4. Use and Disclosure of Minimum Necessary PHI. Business Associate, when using or disclosing Covered Entity's PHI, must limit PHI to the minimum necessary under HIPAA to accomplish the intended purpose of the use, disclosure, or request.

5. Access to Information. Within ten (10) days of receipt of a request from Covered Entity, Business Associate shall provide Covered Entity access to PHI maintained by Business Associate in a Designated Record Set(s), or as directed by Covered Entity, to an Individual in order to meet the requirements of 45 C.F.R. §164.524.

6. Availability of PHI for Amendment. Within ten (10) days of a request from Covered Entity, Business Associate shall make any amendment to PHI maintained in a Designated Record Set that is requested by Covered Entity or take any other measures requested by Covered Entity necessary to meet the Covered Entity's obligations under 45 CFR § 164.526.

7. Accounting of Disclosures. Business Associate shall document disclosures of Covered Entity's PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Within ten (10) business days of a request from Covered Entity, Business Associate shall provide to Covered Entity information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI.

8. Reporting Unauthorized Use or Disclosure of PHI. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for in this Agreement within five (5) business days of Discovery. Business Associate shall have procedures in place for mitigating, to the extent practicable, any harmful effect known to Business Associate that arises out of unauthorized uses or disclosures of PHI by Business Associate.

9. Notification of Security Incident or Breach. Within five (5) business days of Business Associate's Discovery of a Security Incident or a Breach, Business Associate shall report the Security Incident or Breach to Covered Entity and notification of a Breach shall comply with the requirements of 45 C.F.R. §164.404(c).

10. Agreements with Subcontractors. Business Associate shall enter into a written agreement with any subcontractor to whom Business Associate provides Covered Entity's PHI or from whom it receives Covered Entity's PHI in which the subcontractor agrees to be bound by the same restrictions and conditions of this Agreement that apply to Business Associate with respect to such PHI.

11. Availability of Books and Records. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services (the "Secretary") for purposes of determining Covered Entity's compliance with HIPAA.

C. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES OF PHI

1. **Permitted Uses or Disclosure.** Business Associate may create, receive, use, maintain or disclose PHI as is necessary to perform its obligations to Covered Entity and in compliance with HIPAA, HITECH, and this Agreement. In addition, Business Associate may use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities provided that: (a) any disclosure is Required By Law; or (b) Business Associate has received from any non-party written assurances any PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to such non-party, and that such non-party will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached.
2. **Use or Disclosure to Provide Data Aggregation Services.** Except as otherwise limited by this Agreement, Business Associate may use PHI to provide Data Aggregation services relating to the Health Care Operations of Covered Entity, but only if such Data Aggregation services are specifically requested in writing by Covered Entity.

D. RESPONSIBILITIES OF COVERED ENTITY

1. **Requests for Uses or Disclosures.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would violate this Agreement, HIPAA, HITECH, or any applicable state or federal law.
2. **Notice of Privacy Practices.** Upon Business Associate's written request Covered Entity shall provide Business Associate with notice of Covered Entity's privacy practices provided to Individuals who are the subject of the PHI.
3. **Notice of Restrictions.** Covered Entity shall notify Business Associate of any restrictions to the use and disclosure of PHI to which Covered Entity has agreed to the extent that such restrictions affect Business Associate's use or disclosure of PHI.

E. TERM AND TERMINATION

1. **Term and Survival.** The term of this Agreement shall be effective as of the Effective Date of this Agreement and continue until terminated by Covered Entity or any underlying Services Agreement expires or is terminated. Any provision related to the use, disclosure, access, or protection of EPHI or PHI or that by its terms should survive termination of this Agreement shall survive termination.

2. **Breach.** If Covered Entity believes that Business Associate has materially breached its obligations under this Agreement or HIPAA, then Covered Entity shall provide Business Associate with an opportunity to cure the breach or violation if such breach is curable. If Business Associate fails to cure the breach or violation to the satisfaction Covered Entity within the specified time period, then Covered Entity shall

have the right to terminate this Agreement and any other agreement with Business Associate. If a breach is not curable, Covered Entity may immediately terminate this Agreement and any other agreement with Business Associate and may report Business Associate's breach or violation to the Secretary.

3. Effect of Termination. Upon termination of this Agreement, Business Associate shall return or destroy all PHI in its possession or the possession of its agents or subcontractors that was created for or received from Covered Entity. If it is infeasible to return or destroy the PHI, Business Associate, its agents or subcontractors shall continue to extend the protections of this Agreement to such information and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. Business Associate will not retain any copies of PHI in any form or medium except as required by law.

F. MISCELLANEOUS

1. Relationship of the Parties. The relationship between the parties is that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreement between the parties.

2. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity that is not a party to this Agreement.

3. Successors and Assigns. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

4. Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any occasion.

5. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

6. Modification to Comply with Law. Federal and state laws relating to the security and privacy of PHI may require modification of this Agreement to provide for procedures to ensure compliance with such developments. The parties shall take such action as is necessary to amend this Agreement to comply with any such requirements. Either party may terminate this Agreement upon thirty (30) days written notice in the event that the other party does not promptly enter into negotiations to modify this Agreement when requested by such party under this section.

7. Amendment. This Agreement may be amended or modified only in writing signed by the parties.

8. Notice. Any notice to the other party pursuant to this Agreement shall be deemed provided if delivered by hand or sent by a nationally recognized overnight mail delivery service.

9. Governing Law. To the extent that federal law does not apply, this Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of laws.

10. Counterparts. This Agreement may be executed in counterparts with the same effect as if the signatures on such counterparts appeared on one document, and each such counterpart shall be deemed to be an original.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto through their respective duly authorized representatives as of the Effective Date.

PRO EMS SOLUTIONS, INC.

By: _____

Name: William Mergendahl

Title: CEO

By: _____

Name: _____

Title: _____



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
Bureau of Infectious Disease and Laboratory Sciences
305 South Street, Jamaica Plain, MA 02130

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Massachusetts Department of Public Health (DPH)
Massachusetts COVID Vaccine Program (MCVP) for Clinics for First Responders

Frequently Asked Questions – Local Boards of Health
January 13, 2021

This guidance answers commonly asked questions we have received from Local Boards of Health to support **COVID-19 vaccine clinics for First Responders**. Topics covered in this guidance include:

- [Timing and Populations to be Vaccinated](#)
- [Administrative Considerations](#)
- [Site Considerations](#)
- [Operational Considerations](#)
- [Staffing Considerations](#)
- [Clinical Considerations](#)

Vaccine providers can also refer to www.mass.gov/CovidVaccineProviders for additional information, including detailed [Guidance on COVID-19 Vaccine Management and Administration for Healthcare Providers and Organizations](#) and [frequently asked questions from vaccine providers](#).

[Timing and Populations to be Vaccinated](#)

When will we be expected to stand up the first responder clinics?

Based upon current expectations of vaccine availability, you and your partners should be prepared to start scheduling of appointments during the week of January 4, 2021 and stand up your initial clinics during the week of January 11, 2021. Vaccination may not begin before January 11, 2021.

Who will be eligible to receive the COVID-19 vaccine at these clinics?

Emergency Medical Services (EMS), police, and fire personnel are eligible for vaccinations in the first responder clinics during Phase 1. This includes all interfacility transport workers, MedFlight staff, college/university campus police, and 911 Dispatch employees. Visit [When can I get the COVID-19 vaccine? | Mass.gov](#) often as the priority groups are updated frequently. These clinics will not be open to family or household members who are not currently employed as first responders. Please note that the vaccination needs of State Police will be addressed separately and are not included in these locally organized clinics.

Individuals seeking vaccination are required to provide documentation of eligibility, as described at [COVID-19 Vaccine Locations for First Responders | Mass.gov](#). This page also includes a map of COVID-19 vaccine locations with contact details and sign-up information for First Responders.

May we vaccinate the vaccinators and administrative staff who will support clinic operations?

Yes, clinical staff who will be administering vaccine and support staff who will be patient-facing may be vaccinated. Staff who are assigned to positions in which they will not have direct contact with individuals receiving vaccine are not eligible. Please note that after patient-facing staff receive the initial dose of vaccine, they must continue to use appropriate personal protective equipment (PPE) at all times and practice hand hygiene and other health precautions.

If first responders choose not to get vaccinated at these clinics, will vaccine be available when they are ready?

Individuals in a priority group remain eligible during their phase of COVID-19 vaccination and any time thereafter. First responders are urged to access COVID-19 vaccine as soon as they are eligible. First responders will continue to have access to the vaccine through other sites, such as mass vaccination sites.

Will private ambulance services be vaccinating their own employees?

There may be some private ambulance services that will request vaccine directly for their employees. However, this is not the case for all services and any community that has arranged to vaccinate their private ambulance services should expect to continue with that arrangement.

Are we allowed to vaccinate other COVID-facing healthcare workers at these clinics? (New 1/13/21)

Yes, LBOH clinics are encouraged to vaccinate COVID-facing healthcare workers if they have the capacity. COVID-facing healthcare workers are required to provide documentation of eligibility, as described at [COVID-19 vaccine locations for individuals currently eligible to be vaccinated | Mass.gov](#) and should verify they are eligible for vaccine as a COVID-facing health care worker.

To ensure enough vaccine allocation for your site, sites will need to complete a weekly MCVP survey to ensure that DPH understands providers' vaccine needs, the phase they are currently vaccinating in, as well as other information. The survey is also an option for the provider to request additional doses as part of the allocation process. If you have not received the weekly survey, please email DPH-Vaccine-Management@massmail.state.ma.us.

Administrative Considerations

What requirements must the local board of health meet in order to offer a COVID-19 vaccination program for first responders?

1. All organizations or providers receiving COVID-19 vaccine must execute the [Massachusetts COVID-19 Vaccine Program \(MCVP\) Agreement](#). Among other things, this Agreement obligates providers to administer COVID-19 vaccine in accordance with the terms of the United States Food and Drug Administration (FDA) Emergency Use Authorization (EUA) applicable to the vaccine that will be administered. The MCVP Agreement is emailed as a link to contacts associated with the Massachusetts Immunization Information System (MIIS) and State Vaccine Program.
2. Sites enrolling in the MCVP must already be registered with the MIIS. Pursuant to G.L. c. 111 s. 24M and 105 CMR 222, licensed healthcare providers who administer immunizations are

required to report certain information to the Department's MIIS. COVID-19 vaccine providers must meet this reporting requirement by registering with the MIIS, which will include executing the MIIS Site and User Agreements.

3. You must have the capacity to fully organize and staff the clinics to meet the vaccination needs of at least 200 first responders to qualify. This includes local capacity to fully organize and staff the clinics, to safely store vaccine, and to bill insurance for administration-related costs if other local financial resources are not available. At this time, no funding for administration related costs is available through the federal government or from the state. The Commonwealth will allocate COVID-19 vaccine and selected ancillary supplies, including syringes and needles, to approved local health departments, subject to available supply, but each location must be able to provide its own refrigeration/freezer capacity, PPE, clinical and non-clinical staffing, and any other resources needed to support clinic operations.
4. You must have the ability to schedule vaccination appointments and ensure that individuals will receive their second dose of vaccine within the prescribed time frame. If you have a system in place to schedule appointments, you may continue to use that, or you may use PrepMod, a web-based system offered through DPH.

What is PrepMod? (Updated 1/6/21)

PrepMod is an online, paperless system that you can use at your first responder vaccination clinic to schedule, screen, bill, and report to the MIIS. The system provides companion technologies that automate registration, planning, implementation, evaluation, recording, and reporting for mass vaccination and preparedness efforts. Use of PrepMod is not required, but there is a federal requirement that all COVID-19 vaccine data be reported to the MIIS within 72 hours, and PrepMod will facilitate that process. If you enter all necessary information into PrepMod, it will be sent automatically to the MIIS so there is no need to enter the information again to satisfy required MIIS reporting. If you have questions about PrepMod, please contact Prepmod.help@mass.gov.

Is there a cost to providers to receive and administer the vaccine?

There is no cost for the vaccine or ancillary kits. The U.S. Centers for Medicare and Medicaid Services (CMS) has approved reimbursement for the administration of the vaccine. While vaccine providers may not bill for the COVID-19 vaccine itself, many vaccine providers in the state have contracted with outside entities, such as Commonwealth Medicine, to assist with insurance billing for the costs of administering the vaccine. The Department is not a party to these agreements, but if your site has such an agreement you may wish to familiarize yourself with its terms.

Is there a cost to vaccine recipients?

Providers must administer COVID-19 Vaccine regardless of the vaccine recipient's ability to pay administration fees or the recipient's insurance coverage status. Providers may seek appropriate reimbursement from a program or plan that covers COVID-19 Vaccine administration fees for the vaccine recipient. Providers may not seek co-payment, reimbursement or any form of cost sharing, including through balance billing, from the vaccine recipient.

Is written consent needed for COVID-19 vaccination?

Informed consent is a vital process prior to the administration of a vaccine. DPH does not require a written informed consent form from vaccine recipients. However, vaccine providers should consult with their legal counsel regarding an appropriate informed consent process and what documentation may be recommended or required by their particular organization.

In order to make a vaccine clinic appointment in PrepMod, the individual making the appointment will be prompted to confirm the following:

1. The information I provided is correct.
2. I have been provided the COVID-19 EUA Fact Sheet for Recipients and Caregivers which has information about the risks and benefits of the vaccine. I will be able to ask questions at the time I receive my immunization.
3. I have the legal authority to and give consent for me and any other person(s) I registered to be vaccinated with the vaccine(s) above.
4. I give permission for my insurance company to be billed for the costs of administering the vaccine(s). The government is paying for the vaccine itself and I will not be billed for that portion of the cost of my immunization.
5. I understand that, as required by state law, all immunizations will be reported to the Department of Public Health Massachusetts Immunization Information System (MIIS). I can access the MIIS factsheet for Parents and Patients, at www.mass.gov/dph/miis, for information on the MIIS and what to do if I object to my or my family's data being shared with other providers in the MIIS.

What information do we need to provide about the US FDA Emergency Use Authorization (EUA) of the Moderna and Pfizer-BioNTech COVID-19 Vaccines?

The Department plans to make Moderna's COVID-19 vaccine available to sites holding first responder vaccination clinics. Appropriate storage of and maintenance of cold chain for the vaccine will be necessary, and the Fact Sheet for Recipients and Care Givers must be made available to each individual receiving the vaccine.

The Moderna COVID-19 Vaccine Letter of Authorization (Letter) which describes the terms of the EUA, Fact Sheet for Healthcare Providers Administering Vaccine (provider fact sheet), and Fact Sheet for Recipients and Care Givers (recipient fact sheet) in addition to other related documents and translations of the fact sheet are available here: [Moderna COVID-19 Vaccine | FDA](#). It is important to review the documents from the linked FDA site so that you have access to any updates or amendments.

Facilities, organizations, and healthcare providers holding vaccination clinics, as vaccination providers, should carefully review the Letter of Authorization and the provider and recipient fact sheets for the particular vaccine they will be administering. The Letter places obligations on vaccination providers including administering the vaccine in accordance with the EUA, making the recipient fact sheets available to each individual receiving the vaccine, and reporting certain information to the Vaccine Adverse Event Reporting System (VAERS).

In the event that it becomes necessary to provide the Pfizer-BioNTech COVID-19 vaccine for first responder clinics, the corresponding Letter and fact sheets in addition to other related documents and translations of the fact sheet should be carefully reviewed and are available here: [Pfizer-BioNTech COVID-19 Vaccine | FDA](#). This Letter also places obligations on vaccine providers.

Site Considerations

What capacity does our site need to safely carry out COVID-19 vaccination best practices?

- Screen patients for COVID-19 symptoms before and during the visit. Screening questions can be found in PrepMod, or sites can find sample forms on the [CDC website](#).
- Maintain physical distance (at least 6 feet apart, where possible).

- Limit and monitor facility points of entry and install barriers to limit physical contact with patients at triage.
- Observe respiratory hygiene (surgical facemasks for staff and face coverings for patients over 2 years of age, if tolerated) and cough etiquette.
- Observe hand hygiene (including providing at least 60% alcohol hand sanitizer for patients).
- Monitor individuals for possible adverse reactions. CDC recommends that persons without contraindications to vaccination who receive an mRNA COVID-19 vaccine be observed after vaccination for the following time periods:
 - 30 minutes: Persons with a history of an immediate allergic reaction of any severity to a vaccine or injectable therapy and persons with a history of anaphylaxis due to any cause.
 - 15 minutes: All other persons.
- Perform enhanced surface decontamination. Detailed guidance for cleaning surfaces can found at this CDC site: <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>
- Refer to CDC guidance to prevent the spread of COVID-19 in health care settings, including outpatient and ambulatory care settings.
- Ensure there is an adequate location to safely store the vaccine. Detailed information on safe storage and handling guidelines can be found here.

What type of refrigeration will we need?

LBOHs will be provided Moderna vaccine which can be stored at -15 to -25C for 6 months and at 2-8C for 30 days. DPH strongly encourages sites to store their Moderna vaccine frozen. Pharmaceutical and purpose-built refrigerators are a vaccine storage and handling best practice but are not required for the storage of COVID-19 vaccine. Standalone freezers are strong recommended, as the freezer portion of a household combination unit does not reliably maintain temperatures. If that is not possible for your site, please contact the Vaccine Unit at DPH-Vaccine-Management@massmail.state.ma.us for further guidance to ensure maintenance of appropriate temperatures. All storage units must be monitored continuously. The best practice for monitoring temperatures is to use a digital data logger available from DPH.

Operational Considerations

How should we set up our clinic?

Your current Emergency Dispensing Site (EDS) plan should serve as the foundation for standing up your first responder clinics. Review your plan to determine whether adjustments are necessary to support clinic operations and to provide for safe clinic set-up and flow. You can find the MDPH resource *Emergency Dispensing Site (EDS): A Guide for Local Health On Planning for Medical Countermeasure (MCM) Dispensing Operations* as well as other resources here.

If you are planning to set up a drive through clinic, please follow CDC guidance: Considerations for Planning Curbside/Drive-Through Vaccination Clinics | CDC. Please also note that the Interim Clinical Considerations for Use of mRNA COVID-19 Vaccine | CDC also state that for people with a history of any immediate allergic reaction to any other vaccine or injectable therapy, there should be an ability of the person to be vaccinated in a setting where appropriate medical care is immediately available for anaphylaxis.

How do sites that are holding first responder COVID-19 vaccination clinics order vaccine?

In Phase 1 of the Commonwealth's COVID-19 Vaccine Plan, vaccine allocations will be determined by the MCVP; sites will not place orders. DPH will allocate vaccine to the site based on the availability of vaccine allocated by the federal government to Massachusetts, the information that the site provided in the MCVP Agreement, and information about the number of appointments scheduled. Once sites are able to place orders for vaccine directly, ordering will be done in the MIIS.

How do sites ask for more COVID-19 vaccine? (Updated 1/13/21)

On a weekly basis, all provider sites will receive a link to an MCVP survey. Completing this survey will ensure that DPH understands providers' vaccine needs, the phase they are currently vaccinating in, as well as other information. Additionally, there is an option for the provider to also request additional doses as part of this survey process. If you have not received the weekly survey please email DPH-Vaccine-Management@massmail.state.ma.us.

How will sites that are holding first responder COVID-19 vaccination clinics receive the vaccine?

The Moderna COVID-19 vaccine will be delivered by UPS or FedEx to the sites you have identified to the MCVP. If working in a multi-community group, you may choose to have vaccine delivered to a single community and re-distributed to other community sites that meet all requirements for receipt of COVID-19 vaccine. Any community that will be receiving the vaccine either directly from UPS or FedEx or re-distributed through another community must be registered in the MIIS and have completed an MCVP Provider Agreement. In the MCVP Provider Agreement, ensure that you enter an accurate shipping address and shipping hours so that staff are on site to receive the vaccine shipment. We cannot guarantee that you will receive a phone call from the delivery driver when the shipment arrives.

To update your shipping address or hours, contact the Vaccine Unit at DPH-Vaccine-Management@massmail.state.ma.us Include your PIN and the contact email of who will update the Agreement. We will send out a link that will allow you to update the Agreement.

Can we take vaccine to EMS/police/fire stations rather than have them come to a clinic?

Yes, so long as you comply with all applicable requirements, including those for safe transport of vaccine. Consider the following general principles, which can also be found in the DPH [COVID-19 Vaccine Training: The Moderna Supplement \(PDF Slides\)](#).

- Once a vial of vaccine has thawed, it may be stored refrigerated at 2° to 8° C for up to 30 days.
- Once thawed, the vaccine cannot be re-frozen.
- When thawed, the vaccine should be handled with care and protected from shocks, drops, vibration, etc.
- Vaccine being transported at temperatures others than frozen (-15° to -25° C) should begin with the vaccine in the frozen state if at all possible.
- If you must transport vaccine that has already been thawed, follow these general principles:
 - Punctured vials should not be transported.
 - Care must be taken to ensure vaccine does not re-freeze during transport.
 - Vaccine must be protected as much as possible from drops, shocks, and vibration whether in the carton, vial, case or cooler.
 - Vaccine should be transported in the carton whenever possible.
 - If transport must be conducted at the vial level, place the vial with dunnage (padding material like bubble wrap or similar padding) to minimize movement during transport.
 - The vaccine should always be transported in insulated containers qualified to maintain 2° to 8° C for the duration of transport.

- The transport containers must be secured when being transported to prevent unnecessary movement.
- After completion of transport, vaccine should immediately be placed into a vaccine storage unit at 2° to 8° C.
- Vaccine should only be transported one time and should not be transported back again to the point of origin or to a new location.
- Allowable timelines for transport of thawed vaccine are shown below. Total transport time should not exceed 12 hours in total.
 - Transport while walking or using hand cart: not to exceed 1 hour
 - Vehicle transport: not to exceed 12 hours
 - Airplane transport (rotary wing aircraft not permitted): not to exceed 3 hours

Will we need a standing order for the first responder clinics?

You will need to obtain a standing order for your program from a medical professional, such as a physician.

- State law, M.G.L. c. 94C, section 8 (7), requires a licensed provider with prescribing authority to issue an order for administration of a vaccine such as the COVID-19 vaccine.
 - Authorized ordering providers include, a: physician, chiropractor, surgeon, podiatrist, osteopath, nurse practitioner, dentist, or physician's assistant. See MGL Ch. 94C; 105 CMR 700.00.
 - A standing order is an order issued by a licensed provider, which is not specific to one person, and enables assessment and vaccination of patients without the need for clinician examination or direct order from the attending provider at the time of the interaction.
 - The standing order should be specific about which clinics and what dates or periods of time are covered, e.g., "COVID-19 vaccination clinics for first responders operated by (name of organization, LBOH, coalition, etc.) from January 4, 2021 through February 28, 2021."
 - Any individual who meets the criteria included in a standing order may receive the vaccine consistent with the terms of the order.
- A model standing order developed by CDC for the Moderna COVID-19 vaccine can be found [here](#).
- Other Emergency Treatment Standing order templates are available from the Immunization Action Coalition:
 - [Medical Management of Vaccine Reactions of Adults in a Community Setting](#)
 - [Medical Management of Vaccine Reactions in Children and Teens in a Community Setting](#)

How do we notify and schedule first responders for our clinic?

Appointments are strongly encouraged to ensure that there is no wasted vaccine and to help manage queuing and social distancing. If a site chooses to allow walk-ins, there is no guarantee that they will be able to be vaccinated.

If you have a system you currently use to schedule appointments, you can continue to use that. You must be able to generate a 2nd dose reminder for vaccine recipients through your electronic scheduling system or by written reminder. You will also need to manually enter the mandated data into the MIIS within the federally required 72 hours after administering vaccine. As an alternative, DPH will be offering PrepMod, which can be used to schedule, screen, bill, and report to the MIIS. PrepMod will be

available through a link on the COVID-19 webpage, and first responders will be able to register for available clinics. If you use PrepMod, your clinic information and scheduling availability will be listed on the website. More information will be shared about PrepMod soon.

Do we need to have 200 confirmed appointments to receive vaccine?

You must have identified at least 200 first responders eligible for vaccination and have the capacity to vaccinate at least 200 first responders, but you do not have to have 200 confirmed appointments to receive vaccine.

What should a site do with extra vaccine (e.g. if we get more doses than we have first responders who are willing to be vaccinated)? (Updated 1/6/21)

Sites can continue to vaccinate anyone in a currently eligible priority group in accordance with the Commonwealth's COVID-19 Vaccine Plan, so COVID-facing health care workers in the community (including vaccinators and COVID testers) can also be vaccinated with excess vaccine because both COVID-facing health care workers and first responders will be in currently eligible priority groups. Vaccine can also be transferred to small primary care practices, that meet all requirements for receipt of COVID-19 vaccine, for their eligible staff. Such a transfer must be done in consultation with the Vaccine Unit. Visit [Massachusetts COVID-19 Vaccine Program \(MCVP\) – Guidance for Healthcare Providers and Organizations | Mass.gov](#) for more guidance on redistribution.

Where will people receive their second dose?

The expectation is that the people will receive their second dose from the same clinic or other clinics in the same area. Alternatively, people can get their second dose at a mass vaccination clinic site or primary care provider. It is important for people to receive the second dose to ensure full efficacy. For COVID-19 vaccines requiring 2 doses, the 2nd dose must be the same vaccine product as the first dose.

How will people know which vaccine product they receive and when they need the second dose?

The vaccine ancillary supply kits will come with vaccine record cards that can be given to the recipients indicating what vaccine they received and that they need a second dose. Vaccine record cards may be reproduced, if necessary. In addition, there are electronic reminder/recall systems in the MIIS that providers could use in addition to their own EHR systems to send reminders to recipients about their second dose. More information about the v-safe app, which also includes a reminder recall, can be found at [V-safe After Vaccination Health Checker | CDC](#). Providers should schedule the 2nd dose at the time the 1st dose is administered.

What vaccine and ancillary supplies will sites that are holding first responder COVID-19 vaccination clinics receive?

The first responder clinics will receive the Moderna COVID-19 vaccine. Hospitals that are working with local health to vaccinate their first responders will receive Pfizer. The Standard COVID-19 Vaccine Adult Ancillary Kit supports administration of 100 doses and includes needles, syringes, alcohol pads, vaccination record cards, needle guide, face shields, and face masks. Additional details about these supplies can be found at [Massachusetts COVID-19 Vaccine Program \(MCVP\) – Guidance for Healthcare Providers and Organizations | Mass.gov](#).

Are we responsible for printing and making available information on v-safe? (Updated 1/12/21)

Yes. V-safe is a new voluntary, smartphone-based tool that uses text messaging and web surveys to provide personalized health check-ins for COVID-19 vaccine recipients. V-safe allows people to report any side effects after COVID-19 vaccination to CDC in almost real time. It also gives them a convenient

reminder to get their second COVID-19 vaccine dose if they need one. Provide the [v-safe Information Sheet](#) or QR code to every vaccine recipient and encourage them to enroll and complete the surveys when prompted to do so. For more information, or to register for v-safe, visit: <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/safety/vsafe.html>

Staffing Considerations

Who can administer vaccine? (Updated 1/13/21)

This [COVID-19 Vaccinators chart](#) lists the categories of health professionals who can possess and administer COVID-19 vaccines. EMTs and paramedics supporting vaccine clinics must be employed by a licensed ambulance service and be trained and operating with the approval of their Affiliate Hospital Medical Director. Please review the [Office of Emergency Medical Services advisories and protocols](#).

What qualifications do individuals need to operate the program and administer the vaccine?

All individuals who receive vaccine deliveries, handle, or administer vaccines must be trained in vaccine related practices and procedures. They should be able to ensure the safety and efficacy of vaccines through proper:

- Benefit and risk communication
- Vaccine storage/handling and administration
- Timing and spacing of vaccine doses
- Screening for contraindications and precautions
- Management of adverse reactions
- Being able to access and use emergency equipment
- Current CPR certification
- Reporting to VAERS (and any additional COVID specific databases)
- Documentation

If you will be using volunteer vaccinators for your clinics, make sure that everyone is up-to-date with their vaccinating skills. You can use the checklist below and, if needed, have the volunteers watch the training video.

- [CDC training video on vaccine administration](#) (with CEUs)
- [Skills Checklist for Vaccine Administration](#)

Do sites that are holding first responder COVID-19 vaccination clinics always have to have one Vaccine Coordinator and one Backup Vaccine Coordinator on site for the duration of a clinic?

Yes, at least one of these individuals should be on site at all times.

Is there a training for vaccinators?

The primary and back-up vaccine coordinators at each site and providers administering COVID-19 vaccine are encouraged to complete the Introduction to COVID-19 Vaccine Storage & Handling and Administration Training, which has a focus on the Pfizer-BioNTech COVID-19 vaccine. Recording and slides from the training are below:

- [Access the recorded training](#)
- [COVID-19 Storage and Handling Training PDF Slides](#) | [\(Accessible\)](#)
- [COVID-19 Vaccine Administration Training PDF Slides](#) | [\(Accessible\)](#)

Vaccine coordinators and providers are also strongly encouraged to complete the COVID-19 Vaccine Training: The Moderna Supplement. This training is designed as supplemental training to the COVID-19 Vaccine Storage & Handling and Administration training listed above. It includes updates and is designed

for health care providers, vaccine coordinators, and all health care personnel who handle and/or administer vaccines. Recording and slides from the training are below:

- [Access the recorded training](#)
- [COVID-19 Vaccine Training: The Moderna Supplement \(PDF Slides\)](#)

What personal protective equipment (PPE) is needed?

Each site must provide its own PPE for clinic sites and ensure an adequate supply including:

- Surgical Masks
 - Required: All health care providers (N95 masks not recommended)
- Eye protection
 - Required: Areas of moderate/substantial community transmission or if ultra-cold/dry ice is being handled
 - Optional: Areas of minimal/no community transmission
- Gloves
 - Required: Latex or similar gloves needed to administer intramuscular or subcutaneous vaccine
 - Required: If ultra-cold or dry ice are being handled, special insulating gloves are needed

Clinical Considerations

For both the Pfizer and Moderna vaccines, there may be enough extra in each vial for more than the standard 5 or 10 doses. Is it okay to administer additional doses from a vial? (New 1/7/21)

Yes. After preparation, vials of Pfizer-BioNTech COVID-19 Vaccine contain up to six doses of 0.3 mL. Low dead-volume syringes and/or needles can be used to extract up to six doses from a single vial. If standard syringes and needles are used, there may not be sufficient volume to extract a sixth dose from a single vial. Irrespective of the type of syringe and needle:

- Each dose must contain 0.3 mL of vaccine.
- If the amount of vaccine remaining in the vial cannot provide a full dose of 0.3 mL, discard the vial and any excess volume.
- Do not pool excess vaccine from multiple vials.

As a reminder, use only the prescribed 1.8 ml of diluent when reconstituting a vial.

Vaccinators may also find that they can withdraw more than 10 doses of the Moderna COVID-19 vaccine from a single 10-dose vial.

- Extra vaccine fluid from more than one vial CANNOT be combined to produce extra doses.
- Use any extra vaccine that can easily be drawn into a syringe from one vial to meet the 0.5 ml dose requirement.
- Enter all vaccine doses administered into the MHS.

What should sites that are holding first responder COVID-19 vaccination clinics do with unused doses in the Moderna COVID-19 vaccine multi-dose vial?

Once a vial of Moderna COVID-19 vaccine has been entered, it must be used within 6 hours. Be sure to note the time the vial was first entered on the vial. Any vaccine remaining in the vial after 6 hours must be discarded.

Careful planning is important to ensure that COVID-19 vaccine is not wasted. It is essential that you have 10 people confirmed for vaccination within 6 hours before entering a new vial for the first. In the rare instance where you have COVID-19 vaccine that will expire and you have no one in the current priority

groups to be vaccinated, you can use your clinical judgement to administer the vaccine to a person in another priority group who is closest to the current priority group being targeted for vaccination to avoid vaccine waste. It is important that you also ensure that this individual is now included in your reminder recall systems for the 2nd dose.

What are the potential side effects of the vaccine?

Systemic signs and symptoms, such as fever, fatigue, headache, chills, myalgia, and arthralgia, can occur following COVID-19 vaccination. Preliminary data from mRNA COVID-19 vaccine trials indicate that most systemic post-vaccination signs and symptoms are mild to moderate in severity, occur within the first three days of vaccination (the day of vaccination and following two days, with most occurring the day after vaccination), resolve within 1-2 days of onset, and are more frequent and severe following the second dose and among younger persons compared to those who are older (>55 years). Cough, shortness of breath, rhinorrhea, sore throat, or loss of taste or smell are not consistent with post-vaccination symptoms, and instead may be symptoms of SARS-CoV-2 or another infection.

Should someone who is COVID-positive receive the vaccine?

Vaccination of persons with known current SARS-CoV-2 infection should be deferred until the person has recovered from the acute illness (if the person had symptoms) and criteria have been met for them to discontinue isolation. While there is otherwise no recommended minimum interval between infection and vaccination, current evidence suggests that reinfection is uncommon in the 90 days after initial infection. Thus, persons with documented acute SARS-CoV-2 infection in the preceding 90 days may delay vaccination until near the end of this period, if desired.

Should people who have had COVID-19 be vaccinated?

Yes, people who have previously had COVID-19 should be vaccinated. Though it is uncommon to be re-infected in the 90 days after initial infection, people may choose to delay vaccination until the end of this period.

Can the vaccine be given to people who are pregnant?

- There are no data on the safety of COVID-19 vaccines in people who are pregnant. Animal developmental and reproductive toxicity (DART) studies are ongoing. Studies in humans are also ongoing and more are planned.
- If a person is part of a group (e.g., healthcare personnel) who is recommended to receive a COVID-19 vaccine and is pregnant, that person may choose to be vaccinated and may wish to discuss with their healthcare provider.
- mRNA vaccines are not live vaccines. They are degraded quickly by normal cellular processes and don't enter the nucleus of the cell.
- COVID-19 infection during pregnancy can result in an increased risk of severe illness (ICU admission, mechanical ventilation and death) and might result in an increased risk of adverse pregnancy outcomes, such as preterm birth.
- Consider the following when discussing COVID-19 vaccination with people who are pregnant:
 - Level of COVID-19 community transmission, (risk of acquisition)
 - Personal risk of contracting COVID-19, (by occupation or other activities)
 - The risks of COVID-19 to the person who is pregnant and potential risks to the fetus
 - The efficacy of the vaccine
 - The known side effects of the vaccine
 - The lack of data about the vaccine during pregnancy

- Pregnant people who experience fever following vaccination should be counseled to take acetaminophen as fever has been associated with adverse pregnancy outcomes.
- Routine testing for pregnancy prior to receipt of a COVID-19 vaccine is not recommended.

Winter Shared Streets and Spaces Grant Abstract

Three questions were considered at the grant follow-on meeting:

1. What is possible (given the timeframe)?
2. What project (will be pursued)?
3. What are the next steps (what is the process)?

The **application deadline targeted is Friday, February 26**, with award notification March 26, and all work completed by May 31, 2021.

The application will **focus on the Reimagined Streets category** that includes bike lanes, way finding, and crosswalks.

Many of Townsend's parks can be accessed from the town center.

To increase usage of these trails, this grant application will include **signage** from the Common and the Downtown area to:

1. Howard Park via Howard Street and Rt 13,
2. Old Meetinghouse Park and the Townsend Conservation Land Trust trails via Highland St
3. Squannacook Rail Trail from the Common Parking lot down Depot St
4. Squannacook Rail Trail from the Jefts St Parking lot down Jefts St.
5. Common parking lot
6. Jefts St parking lot
7. QR codes at trail heads for trail maps in the MRPC trail inventory

Bike lanes could be added along:

1. Highland St from the Common to Old Meetinghouse Rd
2. Depot St to the rail trail.
3. Along Jeft St to Rt 13 (consider making Jefts St one way from the Town Hall parking lot to Rt 13)

Bike Racks/Parking at:

1. Town Common parking lot
2. Jefts St parking lot

Crosswalks could be added or enhanced (flashing pedestrian lights):

1. Common at St John's
2. Common at Anderson's Funeral Home
3. Jefts St and Apple Meadow

Things to do:

1. We like Groton's pedestrian crosswalks. What was their process in getting these installed? Can they give us a cost estimate? (JimK will check into this).
2. Photos of possible areas for signage (EmyH; JoanS)
3. Adria can help with any schematics

Wild & Scenic Stewardship Grant Abstract

Three questions were considered at the grant follow-on meeting:

1. What is possible (given the timeframe)?
2. What project (will be pursued)?
3. What are the next steps (what is the process)?

The application deadline is April 1, 2021. The target for application will be as soon as the application is complete. Award notification <not sure>, but all work must be completed within a year of award. The maximum amount awarded is \$5000. On award, half of the funds will be provided. The remaining funds will be paid on completion and documentation of funds expended.

From the RFP, “eligible projects include ... protection and stewardship of land along the rivers and their tributaries...”

The application will **focus on the restoration of the Adams Dam area**, with the following being included based on priority and cost:

1. Gate at the Dam to prevent further erosion from vehicular traffic.
2. Guard rail or something similar to prevent a vehicle from going over the banking in the parking area.
3. Rebuild or eliminate the steps that go down to the water by the trestle and install some type of erosion control.

Other restoration work at Adams Dam (that may be beyond the scope of this grant) includes:

1. Contact the MBTA about the appearance of what they have done to block off the Trestle. Some type of fencing to blend with the surroundings or make ready for rail trail extension.
2. Re-grade and repair road going into Adams Dam.
3. Restore or rebuild dam for water and erosion maintenance.

Things to do:

1. Photos of Adams Dam areas in need of restoration (RogerR – done; JenE; BethF)
2. Review of Nashua, Squannacook, Nissitissit Rivers Stewardship Plan for project inclusion – Bill Cadogan
3. Exploration of other grants that could be applied to for additional restoration/signage/dam and trestle restoration (EmyH and grant team)
4. Examine if any previous studies of the Adams Dam area have been completed by Conservation Commission or NRWA (VeronicaK)

