



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911



CHARLES D. BAKER
Governor

TERRENCE M. REIDY
Secretary

KARYN E. POLITO
Lt. Governor

FRANK POZNIAK
Executive Director

August 10, 2022

Deputy Chief James Stanford
Somerville Police Department
220 Washington Street
Somerville, MA 02145

Dear Deputy Chief Stanford:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2023 State 911 Department Emergency Medical Dispatch Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **August 10, 2022** and will run through June 30, 2023. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2023.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2023.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2023 Emergency Medical Dispatch Grant File

FY 2023 Emergency Medical Dispatch Grant

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Somerville (and d/b/a): Somerville Police Department		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 93 Highland Avenue, Somerville, MA 02143		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Dorothy Cassesso	Phone: 617-625-1600x7206	Billing Address (if different):	
E-Mail: dcassesso@police.somerville.ma.us	Fax: 617-628-4936	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC 6000192138		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS EMDG	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u> <input type="checkbox"/> <u>Commonwealth IT Terms and Conditions</u>			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <u>815 CMR 9.00</u> . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>24,500.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>M.G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Charles Femino</u> Date: <u>7-25-22</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Frank Pozniak</u> Date: <u>8/10/22</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Charles Femino</u>		Print Name: <u>Frank Pozniak</u>	
Print Title: <u>Acting Chief of Police</u>		Print Title: <u>Executive Director</u>	

FY 2023 Emergency Medical Dispatch Grant

RECEIVED

AUG 10 2022

Name of Eligible Entity / PSAP / RECC	Somerville Police Department	State 911 Department Middleborough, MA
Address	220 Washington Street	
City/Town/Zip	Somerville, MA 02145	
Telephone Number	617-625-1600	
Fax Number	617-628-4936	
Website	www.somervillepd.com	
Name & Title of Authorized Signatory	James Stanford, Deputy Chief of Police	
Telephone Number	617-625-1600 x7203	
Email Address	jstanford@police.somerville.ma.us	
Name & Title Grant Contract Manager	Dorothy Cassesso, Financial Analyst	
Telephone Number	617-625-1600 x7206	
Email Address	dcassesso@police.somerville.ma.us	

Total Grant Program Funds Requested: \$ 24,500.00

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

APCO PowerPhone Priority Dispatch

OR

Utilizing the following Certified EMD Resource: Cataldo Ambulance Service

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

APCO PowerPhone Priority Dispatch

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 8th day of August, 20 22.



Original Signature of Authorized Signatory

**FY 2023 Emergency Medical Dispatch Grant
Budget Worksheet**

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	\$ 24,500.00	<p>Name of CEMDR: Cataldo Ambulance Service for secondary PSAP activity; see contract attached.</p> <p><i>(Attached copy of signed contract with CEMDR)</i></p>
2. Emergency Medical Dispatch Protocol Reference System	\$	<p><i>EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity).</i></p> <p><i>(Attach quote(s) for this category)</i></p>
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	\$	<p><i>For Q/A, PSAPs must provide name of the individual(s), pay rate and number of Q/A review hours you are requesting.</i></p> <p><i>Attach signed contract for Medical Director or Third-party vendor conducting EMD case review for this category.</i></p> <p><i>For CPR Instructor, list name of instructor, # of 4-hour courses being taught and OT pay rate.</i></p>
Total Amount of Grant Funding Requested	\$ 24,500.00	

Emergency Medical Dispatch Contract
Between
Cataldo Ambulance Service of Massachusetts, Inc.
And
The City of Somerville

WHEREAS, the City of Somerville Police Department (hereinafter referred to as the "Department") operates the Primary Public Safety Answering Point (PSAP), and is responsible for Implementation of Emergency Medical Dispatch procedures, (hereinafter referred to as "EMD") is; pursuant to EMD AND ENHANCED 911 TELECOMMUNICATOR REGULATIONS 560 CMR 5.00;

WHEREAS, Cataldo Ambulance Service of Massachusetts, Inc. (hereinafter referred to as the "Provider"), is a Certified Emergency Medical Resource, and has agreed to act as a Secondary Public Safety Answering Point (Secondary PSAP) to provide Emergency Medical Dispatch service (EMD) to the residents and visitors to the City of Somerville; and

The hereunto-referred parties agree as follows:

1. The Somerville Police Department with the Provider shall create a uniform call handling procedure (transferring and answering) for all medical-related emergency calls, in accord with 560 CMR, Section 5.10, ss (2).
2. The Provider agrees to log all emergency calls into their current Computer Aided Dispatch system (CAD) and to maintain detailed records of all calls received on behalf of the City of Somerville, copies of such records to be produced upon the request of the Department
3. The Department and Provider shall agree to a telecommunicator protocol for when the transferring telecommunicator remains on the line to monitor and solicit information relative to non-medical aspects of an emergency call.
4. The City of Somerville agrees to pay an annual reoccurring fee of \$24,500. July 1, 2020 through June 30, 2021 pending the approval of the application with the State 911 grant program for EMD reimbursement. Provider agrees to submit an Invoice annually on July 1st to the City of Somerville

5. The Provider shall furnish copies of documentation provided and communication and information exchanged with the State with regard to 560 CMR 5.00, including but not limited to Section 5.06, Quality Assurance of Emergency Medical Dispatch Services program; Section 5.08, Approval as a Certified Emergency Medical Dispatch Resource; Section 5.11 Recordkeeping.
6. No Influence on referrals. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with the parties reasonably believe to be a fair market value for the services provided.
7. The term of this Agreement is for one-year, with two one-year extensions subject to the City's option with 30 days' notice. The Contract shall expire within thirty (30) days after the Provider ceases providing Ambulance Services to the City of Somerville.
8. Unless otherwise provided herein, it is agreed that Provider will not assign or transfer this Agreement, or any interest in this Agreement, without the prior written consent of the City of Somerville.
9. It is mutually understood and agreed that this Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Massachusetts, both as to interpretation and performance.
10. The Provider will not discriminate against any client / patient for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin.
11. This Agreement constitutes the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understanding, agreements and documentation relating to the subject hereof.
12. This Agreement may be amended only by written instrument executed by the authorized representatives of both parties.

The City of Somerville

By: [Signature]
Signature

CHIEF FAYAN
Printed

Chief of Police
Title

8/14/2020
Date

Cataldo Ambulance Service of
Massachusetts, Inc.

By: [Signature]
Signature

Chuck Fothergill
Printed

Director of PSAP
Communications
Title

7/6/2020
Date