

PUBLIC ACCESS DEFIBRILLATION AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into on May 1, 2005 through December 31, 2005 between **Granby Public Schools**, herein known as “The AED Agency”, and the **Cooley Dickinson Hospital**, herein known as “The Affiliate Hospital”, and **Granby Fire Department Ambulance**, herein known as “The Ambulance Service”.

WITNESSETH:

The purpose of this agreement is to establish a program for the utilization of defibrillation procedures by designated responders employed by the AED Agency who will function under the Medical Direction of the Affiliate Hospital Medical Director of Emergency Services (AHMDES) or a medical director contracted by the agency meeting the requirements of MGL Chapter 112, Section 12V½*. This agreement is meant to reflect the requirement of the General Laws of Massachusetts Chapter 112, Sections 12V and 12V½ .

WHEREAS, the AED Agency is qualified to provide pre-hospital cardiopulmonary resuscitation (CPR) services.

WHEREAS, a component of the CPR Services is Defibrillation provided by AED providers.

WHEREAS, the Department of Public Health’s (DPH) Regulations 105 CMR 170,000 et. Seq. require that an affiliation agreement exists between the ambulance services and a hospital with an emergency department staffed by emergency physicians twenty-four (24) hours per day.

WHEREAS, the AED Agency must affiliate with an ambulance service.

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

All Parties Agree:

1. To abide by the Statewide Treatment Protocols and regional point of entry plans developed by the Western Massachusetts Emergency Medical Services, Inc., in accordance with the Regulations of the Office of Emergency Medical Services (OEMS) of the Commonwealth of Massachusetts; also agreeing to follow all governing statutes of the General Laws of the Commonwealth of Massachusetts and other relevant policies and administrative requirements of the Department of Public Health.

2. To meet for regular consultations between emergency physicians, emergency nursing staff and the emergency medical technicians to review and discuss various aspects concerning the performance of the pre-hospital ALS service.
3. To be responsive to the other party's concerns and needs, acting in a timely manner to resolve all problems and meet all reasonable needs.
4. That this agreement is to be in effect only for the period that the AED agency is permitted by the CMA to provide CPR/AED services.
5. To carry out their obligations in compliance with the privacy regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Each will notify the other of their designated privacy officer.

THE AED Agency Agrees:

1. To immediately access 911 whenever the AED is used and/or the local ambulance service.
2. To provide the receiving Hospital and the responding ambulance service with one copy of each AED use report in a timely manner.
3. Each AED Agency shall have a Coordinator. This person will be the liaison with the ambulance service and the Affiliate Hospital Medical Director of Emergency Services (AHMDES).*
4. To follow protocols that have been established by the WMEMS, OEMS, DPH, CMA, and/or the AHMDES that will assure appropriate interaction between providers that are utilized and available.
5. To assure continuity of patient care when the Agency transfers care of the patient to the ambulance service that will be transporting the patient. This will be done by establishing protocols with the ambulance service as appropriate.

The Ambulance Service Agrees:

1. To provide the AED Agency with ambulance services whenever the AED is utilized.

2. To staff its ambulances assigned to provide Advanced Life Support Services (ALS Ambulances) with EMTs fully trained and certified at the **PARAMEDIC** level.
3. To equip all ALS ambulances with the communications, treatment and monitoring equipment as well as any other equipment required by the CMA and the Hospital, in order to provide appropriate emergency medical care and to use only those treatments and equipment authorized for use by that level of certification.
4. To provide the receiving Hospital with the original and one copy of all ALS trip records and to provide the AED Agency with reasonable follow up information on patient condition.
5. Each ambulance service shall have an ALS Coordinator who must be at least at the EMT Intermediate level. This person will be the liaison with AHMDES and the AED Agency's EMS Coordinator.

The Hospital Agrees:

1. To provide Medical Control in accordance with established Regional treatment protocols via two-way radio or other direct communication seven (7) days a week, during the hours of service, to the Agency.
2. To provide, when possible, to the AED Agency, statistical data gathered pertinent to its defibrillation operation.
3. To perform monthly review of records for those cases in which defibrillation services were provided.
4. That the AHMDES will train those physicians who will provide Medical Control on its behalf.
5. To serve as a clinical training site for those members who meet the Hospital's requirements and are enrolled in defibrillation training courses. Hospital employees and students in Hospital-sponsored courses will have first priorities.
6. The AHMDES will assume responsibility for all medical control aspects of the Program.

7. To accept the credentialing process and training program that provides authorization to practice for AED providers appropriately trained in the use of defibrillation equipment as per WHEMS, OEMS, DPH and CMA guidelines or who has successfully completed a course in cardiopulmonary resuscitation and in the use of an AED that meets or exceeds the standards established by the American Heart Association or the American National Red Cross and whose evidence of successful course completion has not expired.
8. To provide a Quality Assurance Program that reviews all uses of defibrillation equipment (see #3 above).
9. To approve on-going education and regular evaluation of skill competency necessary to maintain authorization to practice.
10. To assist the Agency in establishing a plan for public education to improve citizen access, emergency response and effectiveness of the defibrillation program.

