

SAMPLE DOCUMENT ONLY

PUBLIC ACCESS DEFIBRILLATION AGENCY COLLABORATIVE AGREEMENT

**(Pursuant to 3000-b New York State Public Health Law, as Amended by
Chapter 552 of the Laws of 1998)**

AGREEMENT made this _____ day of _____, [year], between [Name of PAD Agency], hereinafter referred to as “Agency”, and [Name of EHC], Emergency Healthcare Provider, hereinafter referred to as “EHC”.

WITNESSETH:

WHEREAS, the American Heart Association, in collaboration with other national authorities, has developed the “Chain of Survival” model of optimal response to an out-of-hospital cardiac arrest emergency, which includes its four components: Early Access, Early Cardiopulmonary Resuscitation, Early Defibrillation, and Early Advanced Life Support, and

WHEREAS, the Agency is desirous of strengthening the chain of survival within its area of responsibility through the provision of early defibrillation under the Public Access Defibrillation provision of the new York State Public Health Law, and

WHEREAS, [Name of EHC] is desirous of assisting the Agency in this goal in the capacity of Emergency Healthcare Provider,

NOW THEREFOR IT IS AGREED AS FOLLOWS:

The undersigned [Name of EHC] agrees to serve, subject to the Agency’s continued compliance with all provisions of the Agreement, as the Emergency Healthcare Provider for the Agency’s Public Access defibrillation program, as defined in 3000-b1 (b) of the New York State Public health Law.

The Agency will, at its own expense or through its own resources, purchase and maintain in full accordance with its manufacturer’s recommendations, one or more automated external defibrillators (AEDs), as defined in 3000-b1 (a) of the New York State Public Health Law.

The Agency will maintain its AED(s) in user-ready condition at all times, at a location or locations which are known to its members, employees or affiliates who are to be involved in the provision of early defibrillation under its agreements. The Agency will also maintain, at a minimum, with each AED, the

necessary equipment for body substance isolation during the provision of cardiopulmonary resuscitation (disposable medical examination gloves in appropriate sizes, and a “pocket” resuscitation mask or bag-valve-mask device for the respiratory ventilation of adult victims).

The Agency will provide or procure for all of its members, employees or affiliates who are to be involved in the provision of early defibrillation under this Agreement, formal training in automated external defibrillation pursuant to a curriculum approved by the New York State Emergency Medical Services Council for this purpose. The curriculum selected for use under this Agreement will be the BLS Healthcare Provider Course of the American Heart Association.

The Agency will use, as its sole treatment protocol with respect to the Public Access Defibrillation program governed by this Agreement, the Automated External Defibrillation Protocol of the American Heart Association, as presented in the BLS Healthcare Provider training materials.

The Agency will assure that only those members, employees or affiliates who have successfully completed training as specified in Item 3, above, are permitted to operate an AED within the scope of the Public Access Defibrillation program governed by this Agreement.

The Agency will assure that the community’s Emergency Medical Services (EMS) System is immediately activated for response to any person on whom the Agency’s members, employees or affiliates use or attempt to use its AED. This will be accomplished by dialing the emergency response number for this area - [Give Number].

The Agency will abide by all standards of continuing and inservice education and practice required by the EHC, and will require its providers to complete any and all classes or training sessions that may be required by the EHC. This will include, at a minimum, annual training on the AED via manikin practice. Complete records of such annual re-qualification will be kept and maintained for a seven (7) year period by the Agency.

The Agency will assure that, immediately following any incident in which the Agency AED(s) has been connected to a person, a written record of the incident will be established and kept, and a copy forwarded to the Adirondack-Appalachian Regional Emergency Medical Services Council (AAREMS). The record card provided to each PAD agency in the region by AAREMS may be used for this purpose. If this card is not used, such record must display the following information, at a minimum:

- Name of Agency
- Date and Time of Incident
- Age and Sex of Victim

- Estimated time from Onset of Cardiac Arrest until CPR was begun and until first AED Shock was given
- Total Number of Shocks administered via the Agency AED
- Name of Ambulance Service Transporting the Patient from the Incident Scene
- The status of the Patient when he/she was transported from the Scene (e.g., continued arrest, spontaneous pulse present, unresponsive or responsive, etc.).

The Agency shall participate in the activities of the local EMS Quality Assurance/Quality Improvement serving the agency's area.

At the request of the EHC, the Agency shall make available in a timely manner for a review any all of its members, employees or affiliates who were involved in the use or attempted use of the AED on a person.

IN WITNESS HEREOF, the parties hereto have duly executed this AGREEMENT as of the day and year written above.

For the Agency:

_____ Title _____
CEO

For the Emergency Healthcare Provider:

_____ Title _____

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