

*This template includes the current regulatory minimum elements the Massachusetts Department of Public Health requires for affiliation agreements between hospitals and ambulance services for medical control pursuant to 105 CMR 130.1501-1504 (Hospital Licensure regulations regarding medical control) and 105 CMR 170.300 (EMS System regulations). As **with any contract, all parties should seek the advice of their legal counsel prior to signing.***

Advanced Life Support Affiliation Agreement

This Agreement made and entered into on the ___#___ day of ___month___, 20___, between Name of Hospital (hereinafter called "the Hospital") and Name of Ambulance Service (hereinafter called "the Service").

Preamble:

- The Hospital is licensed by the Massachusetts Department of Public Health (MDPH) to provide medical control services to ambulance services, pursuant to 105 CMR 130.1501-1504; and
- The Service is licensed by MDPH to provide Advanced Life Support (ALS) Emergency Medical Services (EMS), in accordance with 105 CMR 170.000 and its Emergency Medical Technicians (EMTs) are certified at the appropriate ALS level of care to allow the Service to deliver ALS at its particular level of licensure; and
- The MDPH regulations cited above require hospitals licensed to provide medical control services and ambulance services licensed at the ALS level to enter into affiliation agreements, which are current written contracts containing a reasonable and effective plan for medical control.

THE PARTIES AGREE AS FOLLOWS:

The Hospital Agrees:

1. To provide medical oversight to the Service as it operates in define the service area covered by the Agreement.
2. To designate the physician named below, who meets the requirements set forth in 105 CMR 130.1504, as the Affiliate Hospital Medical Director (AHMD) to perform the duties specified in 105 CMR 130.1503, including but not limited to, the authority over the ALS clinical and patient care aspects of the affiliated service, including but not limited to the authorization to practice of its EMS personnel.
3. To provide on-line medical direction by hospital-based physician(s) appropriately credentialed and trained in accordance with the requirements of 105 CMR 130.1504, 24 hours a day, seven days a week and to ensure that all field communication of emergency on-line medical direction is recorded by Coordinated Medical Emergency Direction (CMED), at the hospital, or by other means.

4. To operate, under the direction of the AHMD, an effective quality assurance/quality improvement (QA/QI) program, in which on-line medical direction physician(s) [and the Service medical director, if different from the AHMD,] shall participate. A description of the QA/QI program, [which must be agreed to in writing by both parties,] is incorporated herein by reference.
5. To ensure that said QA/QI program shall include, but not be limited to, regular review of trip records and other data pertinent to the Service's operation, in accordance with the Hospital's QA/QI standards and protocols, in those cases in which ALS services were provided or in which ALS established direct patient contact. Such review shall take place *insert time frequency or other specific measure of "regular" review, or refer to attached hospital protocol.*
6. To ensure that there is a process of skill maintenance and review available to the Service's certified EMTs providing ALS care, and to provide remedial training opportunities in the hospital's emergency department, and in operating rooms or skill laboratories, for remediation and education of all pertinent EMS skills and practices, including but not limited to advanced airway management, under the oversight of the AHMD, or his or her designee. Such access to remediation, training and retraining shall at minimum include *insert here specific parameters agreed to regarding remediation and training or refer to attached hospital protocol.*
7. To provide regular consultation between its medical and nursing staffs and EMS personnel providing ALS services, including but not limited to, attendance at morbidity and mortality (M&M) rounds and chart reviews. Such regular consultation and attendance at M&M rounds and chart reviews shall occur, at minimum, *insert specific number, type of opportunities for consultation agreed to here.*
8. To provide the Service with policies and procedures for obtaining medications from the hospital's pharmacy, [which must be agreed to in writing by both parties] which are incorporated herein by reference.

The Service Agrees:

1. To staff vehicles, in accordance with M.G.L. c. 111C, § 25 and 105 CMR 170.305(C), assigned to provide ALS services with EMTs fully trained, oriented and certified at the appropriate ALS level (check one):
 - ☐ ALS-Paramedic level
 - ☐ ALS-Intermediate level
 - ☐ EFR-Paramedic level
 - ☐ EFR-Intermediate level
2. To ensure that its certified EMTs providing ALS care have received the AHMD's authorization to practice.
3. To provide patient care in accordance with the Statewide Treatment Protocols and to follow Department approved point-of-entry plans and other relevant regulations, policies and administrative requirements of the Department.

4. To leave at the Hospital for all patients delivered to the Hospital, a trip record detailing the prehospital care provided in accordance with 105 CMR 170.345, and to provide the Hospital, upon request of the AHMD, additional copies of these and any other trip records, incident reports and any other pertinent patient care related documents and data related to the EMS Service's provision of pre-hospital ALS or in which ALS established direct patient contact.
5. To participate in the quality assurance/quality improvement (QA/QI) program operated by the Hospital, under the direction of the AHMD, and in accordance with requirements of the Hospital and this Agreement.
6. To ensure its certified EMTs providing ALS care participate in M&M rounds as well as remediation, training and retraining, as necessary, under the oversight of the AHMD, or his/her designee.
7. To adhere to the Hospital's policies and procedures for obtaining medications from the hospital pharmacy.
8. To notify the AHMD of Department action against any EMT's or EFR's certification (denial, suspension, revocation or refusal to renew certification), or other Department disciplinary action (letter of reprimand, letter of clinical deficiency, advisory letter) against any EMS personnel employed by the Service.
9. To provide to the Hospital, per 105 CMR 170.300(A)(11), the identity of all other hospitals with which the Service maintains an Affiliation Agreement and policies and procedures that set forth the duties and responsibilities of each Affiliate Hospital. (*Note: No service that maintains a single place of business may enter into more than one Affiliation Agreement.*) [Agreement should specify the names of the other hospitals or indicate that the Service has no other affiliation agreements.]

Both Parties Agree:

1. To comply with the MDPH regulations regarding medical control and with all terms of the affiliation agreement.
2. To ensure the operation of the program or process for skill maintenance and review for EMS personnel, which is incorporated herein by reference. [The program/process may be a separate document but must be agreed to in writing by the Service and the Hospital]
3. To implement and maintain the procedure incorporated herein by reference by which a Hospital physician can maintain recorded direct verbal contact with the EMS personnel regarding a particular patient's condition and order, when appropriate, the administration of a medication or treatment for that patient, to which such physician or his or her designee shall sign the trip record documenting the patient's care and transport by the EMS personnel. [There must a written description of the process, agreed to in writing by both parties.]

4. To be responsive to the other party's concerns and needs, acting in a timely manner to resolve all problems and meet reasonable needs.
5. To review this document at least annually, and update and re-sign at least every two years, to ensure it reflects current practices and is consistent with current regulations.

Term:

This Agreement shall expire insert time period (no later than 24 months from the date this Agreement was entered into), as reflected on the first page herein, or on # day of month, 20 .

Early Termination:

This Agreement may be terminated prior to the expiration date agreed to herein by either the Hospital or the Service, with XX time period prior notice, with/without cause.

Hospital Chief Executive Officer
(Please print legibly)

Signature

Date

Hospital Emergency Department Medical Director

Affiliate Hospital Medical Director
(Please print legibly)

Signature

Date

Service Chief Executive Officer
(Please print legibly)

Signature

Date

Review date: _____

Reviewed by: _____
Name/Title

Signature

[Identify all attachments]