

**FIRST RESPONDER**  
**Memorandum of Agreement**  
**For the Optional Use of AED, Epinephrine Auto-Injector, and Intranasal Naloxone**

This Agreement is made and entered into on \_\_\_\_\_ and is  
Date

between \_\_\_\_\_, hereinafter known as “the HOSPITAL”;

and \_\_\_\_\_, hereinafter known as “the FIRST RESPONDER agency.”

This Agreement is required pursuant to Massachusetts Department of Public Health regulations 105 CMR 171.000 for FIRST RESPONDER agencies that elect to implement a program for the use of AED, Epinephrine Auto-Injector, and/or Intranasal Naloxone in accordance with 105 CMR 700.003(D). First Responders employed by the FIRST RESPONDER agency will function under the medical control supervision of a physician Medical Director affiliated with the HOSPITAL.

This Agreement is in place for the purposes of the following optional skills and medications as indicated by the initials of both parties:

|                   |                 |  |
|-------------------|-----------------|--|
| _____             | _____           | Automated External Defibrillators (AEDs)         |
| Hospital Initials | Agency Initials |  |
| _____             | _____           | Epinephrine Auto-Injectors                       |
| Hospital Initials | Agency Initials |  |
| _____             | _____           | Intranasal Naloxone (or other opioid antagonist) |
| Hospital Initials | Agency Initials |  |

THEREFORE THE PARTIES NOW MUTUALLY AGREE AS FOLLOWS:

The HOSPITAL Agrees;

1. To identify a Medical Director to assume responsibility for all medical control aspects of the program;
2. To review all uses of AEDs, Epinephrine Auto-Injectors and/or Intranasal Naloxone by First Responders for quality assurance purposes;
3. To approve training programs for the use of Epinephrine Auto-Injector and/or Intranasal Naloxone which meet the minimum standards established by the Department’s Administrative Requirement 2-100 and applicable Statewide Treatment Protocols established under 105 CMR 170.000;
4. To establish policies:
  - (a) to ensure that First Responders complete the manufacturer’s training in the use of the AED;
  - (b) for proper preventative maintenance of AED equipment;
  - (c) to ensure that trip records are submitted to the medical director and appropriate health care facilities to which patients are transported; and
  - (d) for the proper storage, shelf-life, disposal, acquisition and replacement of the Epinephrine Auto-Injectors and/or Intranasal Naloxone needle-less systems;
6. To maintain a system-wide database of cardiac arrest trip records filed by First Responders with participating services; and submit summary reports to the Massachusetts Department of Public Health/Office of Emergency Medical Services upon request;

The FIRST RESPONDER agency Agrees;

1. To participate in all quality assurance and or remediation procedures established by the Medical Director;
2. To provide to the Medical Director, for quality assurance purposes, documentation of all First Responder use of AEDs, Epinephrine Auto-Injectors and/or Intranasal Naloxone;
3. To ensure First Responders complete initial and refresher training in cardiopulmonary resuscitation in accordance with Statewide Treatment Protocols under 105 CMR 170.000 including manufacturer's training specific to the AEDs in use;
4. To ensure all First Responders within the agency successfully complete training programs approved by the Medical Director for the use of Epinephrine Auto-Injector and/or Intranasal Naloxone which meet the minimum standards established by the Department's Administrative Requirement 2-100 and applicable Statewide Treatment Protocols established under 105 CMR 170.000;
5. To abide by the HOSPITAL's policies for
  - (a) proper preventative maintenance of AED equipment;
  - (b) proper storage, shelf-life, disposal, acquisition and replacement of the Epinephrine Auto-Injectors and/or Intranasal Naloxone needle-less systems;
6. To assure continuity of care when transferring patient care to the ambulance service transporting the patient;
7. To submit trip records to the medical director and the appropriate health care facilities to which patients are transported;
8. To maintain in a manner reasonably safe from water and fire damage, for a period of not less than five (5) years, at the main office of the FIRST RESPONDER agency, current, accurate records documenting successful completion of first aid training, including cardiopulmonary resuscitation training for each First Responder;

It is AGREED TO BY ALL PARTIES:

1. That any party may terminate this Agreement within sixty (60) days written notice.
2. That nothing contained in this Agreement is intended to induce, encourage, solicit, or reimburse the referral of any patient or business, including any patient or business funded in whole or in part by a state or federal health care program, to any party hereunder.

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HOSPITAL Chief Executive Officer;

\_\_\_\_\_

Print name

Title

\_\_\_\_\_

Signature

Date

HOSPITAL Designated Medical Director

\_\_\_\_\_

Print name

Title

\_\_\_\_\_

Signature

Date

HOSPITAL PHARMACY Director (if Epinephrine and/or Naloxone are included)

\_\_\_\_\_

Print name

Title

\_\_\_\_\_

Signature

Date

FIRST RESPONDER agency Director/Chief

\_\_\_\_\_

Print name

Title

\_\_\_\_\_

Signature

Date