MEMORANDUM OF AGREEMENT

Between the ___________________________ and
the Oklahoma State Department of Health

AGREEMENT TO PROVIDE INTRANASAL NALOXONE TRAINING MATERIALS AND
INTRANASAL NALOXONE KITS

This Memorandum of Agreement (“MOA”) is entered into this _____ day of
_________________ 20_____ by the ____________________________ agency (hereinafter
referred to as the “Receiving Agency”) and the Oklahoma State Department of Health
(hereinafter referred to as “OSDH”) and shall remain in effect until one year following entry
with the option to renew this MOA once annually until December 31, 2021. OSDH enters into
this MOA under the authority of Paragraph B(12) of Title 63, Section 1-106 of the Oklahoma
Statutes.

Purpose and Objectives of Agreement/Project

This Agreement reflects the understanding between the Receiving Agency and OSDH regarding
the OSDH’s program to encourage intranasal naloxone use by basic- and intermediate-licensed
personnel at emergency medical service agencies and emergency medical response agencies.
This Agreement will:

• Build a working relationship between the organizations with a common goal of reducing
  the number of opioid overdose deaths.
• Provide the Receiving Agency access to training materials on opioid overdoses and the
  proper use of intranasal naloxone.
• Provide the Receiving Agency access to free intranasal naloxone kits and/or atomizers
  (approximately one kit and/or atomizer per ambulance and replacement kits and/or
  atomizers as available).

Responsibilities of OSDH

1. Provide training materials on opioid overdoses and the proper use of intranasal naloxone
   on the OSDH poison prevention website (http://poison.health.ok.gov).
   • Recognition, Response and Administration of Intranasal Naloxone (Narcan)
     slide deck
   • Naloxone nasal spray training video

2. Provide intranasal naloxone kits and/or atomizers, or packaged Narcan as available. Each
   kit will contain two doses of naloxone and two nasal atomizers for administration of the
   naloxone. If funding permits, replacement intranasal naloxone kits and/or atomizers will
   be provided.
3. Provide a form for documenting the utilization of each intranasal naloxone kit and/or atomizer on the OSDH poison prevention website (http://poison.health.ok.gov).
   - OSDH Intranasal Naloxone Usage Form

Responsibilities of the Receiving Agency

1. Adopt an OSDH Emergency Medical Services (EMS) Division approved intranasal naloxone protocol. (Attachment A is a naloxone protocol, which includes intranasal use by basic- and intermediate-licensed personnel at certified and licensed agencies, that has been approved by the OSDH EMS Division.)

2. Ensure all emergency personnel have watched the Law Enforcement Roll Call training video on Narcan nasal spray in its entirety.

3. Use the intranasal naloxone kits and/or atomizers as medically indicated and administer nasally.

4. Document the utilization of each intranasal naloxone kit and/or atomizer using the form provided by OSDH and send copies of completed forms to OSDH (fax number, postal and email addresses are at the bottom of the OSDH Intranasal Naloxone Usage Form).
   - OSDH Intranasal Naloxone Usage Form

5. Do not charge patients for naloxone/administration when using the free intranasal naloxone kits.

6. Ambulance services must submit all the standard information on the run into OKEMSIS (Oklahoma Emergency Medical Services Information System).

Modification or Amendment

Any modification, amendment, or change to this MOA shall be made in writing and signed by the OSDH and Receiving Agency.

Termination

This MOA may be terminated by the OSDH or Receiving Agency by submitting a Notice of Termination to the other party. Any Notice of Termination shall give a thirty (30) day notice of termination.

Miscellaneous

This MOA is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by the OSDH or the Receiving Agency, the employees, or other personnel thereof.
The MOA is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the OSDH and the Receiving Agency hereto of the tasks and methods for performing the tasks herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOA. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

The parties will use their best efforts to amicably resolve any dispute. This agreement shall be governed by the laws of the State of Oklahoma, with a venue of Oklahoma County for any litigation resulting from this MOA.

The Oklahoma State Department of Health is a state agency created by the laws of the State of Oklahoma. Any liability of the Oklahoma State Department of Health arising from any actions taken pursuant to this agreement shall be governed by the Oklahoma Governmental Tort Liability Act at Title 51 of the Oklahoma Statutes, Section 151 et seq.

The parties intend that each party shall be responsible for its own intentional and negligent acts or omissions to act. OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act. There shall be no personal liability for the officers or employees while acting within the scope of their employment. The Receiving Agency shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Receiving Agency agrees to hold harmless OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Receiving Agency and/or its agents, servants, and employees in the performance of this MOA. It is the express intention of the parties that this MOA shall NOT be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

**Contact Personnel**

The OSDH liaison for this Agreement is:

Name: Avy Redus
Phone: (405) 271-3430
Email: AvyD@health.ok.gov

The Receiving Agency liaison for this Agreement is:

Name: ________________________________
Phone: ____________________________

Email: __________________________

Name of Receiving Agency: ____________________________

Date: ________________

Signature: ____________________________

Name: ____________________________

Title: ____________________________

Oklahoma State Department of Health

Date: ________________

Signature: ____________________________

Name: Tracy Wendling, DrPH

Title: Director, Injury Prevention Service, OSDH
Opioid Overdose Protocol

This protocol is being established to support certified and licensed personnel working under an agency’s medical control when providing Intranasal Naloxone to patients experiencing an opioid overdose.

Opioid Overdose Protocol

1. Scene Safety
2. Assess cause/opioid
3. Airway-Breathing
4. Ventilation
5. Circulation
6. Removal of medication patches
7. Administration of antagonist
8. Transport-medical support

Treatment Priorities

EMR

GENERAL SUPPORTIVE CARE

OBTAIN VITAL SIGNS

O2 VIA NC, NRB, OR BVM AS APPROPRIATE

APPLY CARDIAC MONITOR/OBTAIN 12-LEAD ECG (if equipped)

TRANSMIT 12-LEAD ECG TO RECEIVING EMERGENCY DEPARTMENT

ADULT: NALOXONE 2 mg IN (1mg/ml PER NOSTRIL), MAY REPEAT ONCE

Administer Intranasal Naloxone for patient this is Apenic/Agonally Breathing

EMT OR HIGHER LICENSE:

ADULT: NALOXONE 2 mg IN (1mg/ml PER NOSTRIL), MAY REPEAT ONCE

Administer Intranasal Naloxone for patient this is Apenic/Agonally Breathing

MEASURE END – TIDAL CO2 & MONITOR WAVEFORM CAPNOGRAPHY (if equipped, **Mandatory use if pt intubated)

PLACE SUPRAGLOTTIC AIRWAY IF INDICATED ONLY IF BVM VENTILATIONS INEFFECTIVE

USE NALOXONE TO RESTORE EFFECTIVE BREATHING; AVOID EXCESSIVE DOsing TO PREVENT WITHDRAWAL

USE OF ACTIVATED CHARCOAL FOR ACUTE INGESTED POISONS, (i.e., Acetaminophen, ASA, TCA, Barbiturates)

ADULT/PEDIATRIC: ACTIVATED CHARCOAL 1 gram/kg PO (OLMC ORDER ONLY; USE ONLY IF TRANSPORT TIME WILL EXCEED 30 MINS)

Intermediate- I/85

ADVANCED EMT OR HIGHER LICENSE:

TOXINS/DRUG OVERDOSE – SUSPECTED NARCOTIC/OPIATE – APNEIC/AGONALLY BREATHING

ADULT: NALOXONE 2 mg IVP/IOP/IN, MAY REPEAT ONCE

PEDIATRIC: NALOXONE 0.5 mg IVP/IOP/IN, MAY REPEAT TO MAX OF 2 mg

USE NALOXONE TO RESTORE EFFECTIVE BREATHING; AVOID EXCESSIVE DOsing TO PREVENT WITHDRAWAL

Paramedic

Intermediate - I/85

ADVANCED EMT

Paramedic

IV ACCESS

ADULT: INTUBATE or use supraglottic airway IF INDICATED;

DOES NOT INTUBATE PATIENTS WITH RAPIDLY REVERSIBLE TOXICOLOGY ETIOLOGY (e.g. OPIATES)

INTERMEDIATE – I/85

ADULT: NALOXONE 2 mg IN (1mg/ml PER NOSTRIL), MAY REPEAT ONCE

ADVANCED EMT OR HIGHER LICENSE:

TOXINS/DRUG OVERDOSE – SUSPECTED NARCOTIC/OPIATE – APNEIC/AGONALLY BREATHING

ADULT: NALOXONE 2 mg IVP/IOP/IN, MAY REPEAT ONCE

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ADULT: INTUBATE or use supraglottic airway IF INDICATED;

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