

MEMORANDUM OF AGREEMENT

Between the _____ and
the Oklahoma State Department of Health

**AGREEMENT TO PROVIDE INTRANASAL NALOXONE TRAINING MATERIALS AND
INTRANASAL NALOXONE KITS TO VOLUNTEER FIRE DEPARTMENTS**

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, 2024. 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 volunteer fire departments. 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 vehicle 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. Ensure all emergency personnel have watched the Law Enforcement Roll Call training video on Narcan nasal spray in its entirety.
2. Use the intranasal naloxone kits and/or atomizers as medically indicated and administer nasally.
3. 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
4. Do not charge patients for naloxone/administration when using the free intranasal naloxone kits.

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 and 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 Doran-Redus

Phone: (405) 426-8440

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