

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/09/2016

Contract/Lease Control #: C16-2380-PS

Bid #: N/A

Contract/Lease Type: INTERLOCAL AGREEMENT

Award To/Lessee: OKALOOSA COUNTY/SHERIFF'S DEPARTMENT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 3/01/2016

Term: INDEFINITE

Description of Contract/Lease: INTERLOCAL AGREEMENT REGARDING EARLY OPIATE OVERDOSE INTERVENTION PARTNERSHIP PROGRAM

Department: PS

Department Monitor: ALVIN HENDERSON

Monitor's Telephone #: 850-689-7150

Monitor's FAX # or E-mail: AHENDERSON@CO.OKALOOSA.FL.US

Closed: \_\_\_\_\_

cc: Finance Department Contracts & Grants Office

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY  
AND OKALOOSA COUNTY SHERIFF'S OFFICE REGARDING  
THE EARLY OPIATE OVERDOSE INTERVENTION PARTNERSHIP PROGRAM**

1<sup>st</sup> THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this March day of March, 2016, by and between the Okaloosa County, a political subdivision of the State of Florida (the "County") and the Okaloosa County Sheriff's Office (the "Sheriff") who agree as follows:

**Witnesseth:**

**WHEREAS**, opioid overdose is a growing public health threat both locally and nationwide; and

**WHEREAS**, opioid overdose is typically reversible through the timely administration of an emergency opioid antagonist, which blocks the effects of opioids; and

**WHEREAS**, section 381.887, F.S., now authorizes health care practitioners to prescribe, and emergency responders and law enforcement officers to administer, emergency opioid antagonists; and

**WHEREAS**, the County and the Sheriff desire to work collaboratively in increasing access to life-saving medication in the community and hereby establish the Early Opiate Overdose Intervention Partnership Program (the "Program").

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

**Section 1. AUTHORITY.** This Agreement is entered into pursuant to the authority granted under Chapters 125 and 163, F.S., and other applicable provisions of law.

**Section 2. FINDINGS OF FACT.** The above recitals are incorporated by reference and are adopted as findings of fact.

**Section 3. TERMS.** This Agreement shall remain in force and effect from the date first executed by both parties and shall terminate upon thirty (30) days written notice of termination by either party to the other.

**Section 4. AMENDMENTS.** This Agreement may be amended upon the mutual agreement of both parties in writing.

**Section 5. COUNTY'S RESPONSIBILITIES.**

A. The County (through its Department of Public Safety, Division of EMS, as sole licensed provider of advanced life support under Chapter 401, F.S. and Chapter 64E-2, F.A.C., and the EMS Medical Director, as an authorized health care practitioner under section 381.887, F.S.) is authorized to prescribe and dispense emergency opioid antagonist, as defined under

section 381.887, F.S., to law enforcement officers to be administered to patients suspected of opioid overdose in the field.

B. The County agrees to provide the Sheriff with training, medications, and supplies in order to increase access to emergency opioid antagonists in the community.

#### **Section 6. SHERIFF'S RESPONSIBILITIES.**

A. Prior to administering any emergency opioid antagonist, all deputies participating in the Program shall attend training on the proper administration of emergency opioid antagonist. Such training shall include the indications, contraindications, route of administration, and dosage of emergency opioid antagonist and procedures for ventilatory support of the patient suspected of opioid overdose. Additional training may be required by the EMS Medical Director and/or EMS Chief.

B. The Sheriff shall maintain a record of emergency opioid antagonist used by deputies in the field and make it available to the Okaloosa County EMS Chief and/or Medical Director upon request.

#### **Section 7. PROGRAM OPERATING PROCEDURES**

A. Deputies participating in the Program must act only within the scope of respective duties as outlined in section 381.887, F.S., and in accordance with training as directed by the EMS Medical Director.

B. Upon approval of the EMS Medical Director, the County will dispense the initial stock of emergency opioid antagonist to the Sheriff. Thereafter, used or expired emergency opioid antagonist vials shall be replaced on a one-for-one basis directly from ambulance or EMS supervisor stock in the field as necessary.

C. The County, acting through the EMS Medical Director, will conduct monthly Quality Assurance meetings to review EMS services. When such meetings include a review of any emergency response involving the Sheriff's personnel, the Sheriff will be notified and invited to participate.

**Section 8. RESOLUTION OF CONFLICTS.** If the two governing entities' Standard Operating Procedures, chain of command, or any other unforeseen circumstances come into conflict regarding emergency medical patient care, these issues will be decided in the following manner:

1. First and foremost by the medical needs of the patient as determined by the EMS paramedic on scene.
2. Should issues arise that are unavoidable, the chain of command, within each department will come together in an attempt to resolve those issues. The equivalent levels of each department will move up the chain of command if necessary.

**Section 9. INDEMNIFICATION.** Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, both parties shall indemnify and hold harmless the other from and against any and all third party claims, demands, damages,

losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the other party's negligence, malfeasance, nonfeasance, or misfeasance.

**Section 10. GOVERNING LAW AND VENUE.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

**Section 11. SEVERABILITY.** If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

**IN WITNESS WHEREOF,** the parties hereto, by and through the undersigned, have entered into this Agreement.

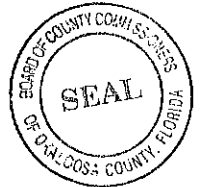
Attest:

Board of County Commissioners  
Okaloosa County, Florida

By: J.D. Peacock, II  
J.D. Peacock, II  
Clerk and Comptroller



By: Charles K. Windes, Jr.  
Charles K. Windes, Jr.  
Chairman



DATE: 3/2/16

Okaloosa County Sheriff

By: Larry Ashley  
Larry Ashley, Sheriff

DATE: 1/27/2016

CONTRACT # C16-2380-PS  
INTERLOCAL AGREEMENT COUNTY  
SHERIFF'S OFFICE/OPIATE OVERDOSE  
EXPIRES: INDEFINATE



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** March 1, 2016  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** Alvin Henderson  
**SUBJECT:** Opioid Antagonist Agreement with OCSO  
**DEPARTMENT:** Public Safety  
**BCC DISTRICT:** ALL

**STATEMENT OF ISSUE:** Request approval of the Interlocal Agreement between Okaloosa County and the Okaloosa County Sheriff's Office Regarding the Early Opiate Overdose Intervention Partnership Program.

**BACKGROUND:** Opioid use, such as heroine and prescription opiates like morphine, OxyContin, and fentanyl, has increased across most demographic groups in the U.S. regardless of sex, age, race or income levels. In July 2015, the CDC reported findings that heroin use and heroin-related overdose deaths in the U.S. have increased substantially and the rate of heroin-related overdose deaths nearly quadrupled from 2002 - 2013. In 2013 alone over 8,200 people died from heroin overdose. As well, Okaloosa County EMS, the Department of Health in Okaloosa County and the Okaloosa County Sheriff's Office have all appreciated a measurable increase in opiate-related overdoses in Okaloosa County requiring some form of immediate out-of-hospital intervention.

Naloxone is a safe and effective antidote to all opioid-related overdoses, including heroin and fentanyl, and is a critical tool in preventing fatal opioid overdoses. Naloxone is used by Okaloosa County EMS for the treatment of opioid overdose cases. In July 2015, Governor Scott signed the Emergency Treatment for Opioid Overdose Bill in to law. This law grants healthcare practitioners the authority to prescribe and dispense Naloxone to law enforcement officers for early administration in opioid overdose cases.


The Sheriff's Office and EMS wish to work collaboratively in increasing the community's access to Naloxone through the Early Opiate Overdose Intervention Partnership Program. The Okaloosa County Sheriff's Office is well positioned and can be easily trained to safely carry and administer Naloxone to suspected opioid overdose patients, sometimes well in advance of an incoming EMS ambulance. Section 381.877 FS authorizes the EMS Medical Director to prescribe Naloxone and law enforcement officers to administer it. EMS agrees to oversee the training of Sheriff's deputies and monitor the use of Naloxone under this program.

There are no associated additional costs for this program under the assumption that any Naloxone used by law enforcement would have been used by the incoming EMS unit. The medication is simply being deployed forward for even earlier administration.

**OPTIONS:** Approve/Disapprove

**RECOMMENDATIONS:** Recommend approval of the Interlocal Agreement between

Okaloosa County and the Okaloosa County Sheriff's Office Regarding the Early Opiate  
Overdose Intervention Partnership Program.

  
\_\_\_\_\_  
Alvin Henderson, Director 2/17/2016

**RECOMMENDED BY:**

**APPROVED BY:**

**John Hofstad, County Administrator**

# CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>1634-14</u>
Contractor/Lessee Name: <u>Okaloosa Co. Sheriff's Office</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Intervention Partnership Program</u>	
Date/Term: _____	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>SO</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Ashley</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
<u>Sennie Ests</u> Purchasing Director or designee	Date: <u>1-29-16</u>

<b>Risk Management Review</b>	
Approved as written:	
<u>Laura J. Porter</u> Risk Manager or designee	Date: <u>2-8-16</u>

<b>County Attorney Review</b>	
Approved as written:	
<u>[Signature]</u> County Attorney <u>See Attached</u>	Date: <u>2/4/16</u>

Following Okaloosa County approval:

<b>Contract &amp; Grant</b>	
Document has been received:	
_____ Contracts & Grants Manager	Date: _____

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

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Date/Term: _____	1. <input type="checkbox"/> GREATER THAN \$50,000
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Approved as written:	
<u>Laura J. Porter</u> Risk Manager or designee	Date: <u>2-8-16</u>

### County Attorney Review

Approved as written:	
<u>[Signature]</u> County Attorney <u>See Attached</u>	Date: <u>2/4/16</u>

Following Okaloosa County approval:

### Contract & Grant

Document has been received:	
_____ Contracts & Grants Manager	Date: _____



*2/2/16*  
*Charle to Lynn*

**Sunnie Estes**

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**From:** Lynn Hoshihara  
**Sent:** Friday, January 29, 2016 4:33 PM  
**To:** Tracey Vause; Sunnie Estes  
**Cc:** Laura Porter; Michelle Huber; Parsons, Kerry  
**Subject:** Re: Narcan Agreement for coordination

Good afternoon,

This Interlocal Agreement is approved as to legal. The SO policy does not need to be reviewed or approved by the County. That is simply an internal SO policy. Tracey - you may include the SO policy as background info for the agenda, but please be sure it is not an attachment to the Interlocal Agreement. Lastly, I will be in Okaloosa February 4th and 9th and can sign the coordination sheet then.

Thanks,  
Lynn

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** Tracey Vause  
**Sent:** Friday, January 29, 2016 12:49 PM  
**To:** Sunnie Estes  
**Cc:** Lynn Hoshihara; Laura Porter; Michelle Huber  
**Subject:** Narcan Agreement for coordination

Sunnie,

Please send the attached agreement through formal coordination. Lynn has already edited and approved the interlocal agreement document but the attached Sheriff's Office policy has yet to be reviewed (if even necessary). I would like to take this to the Board for approval on February 16 so I need the signed coordination NLT end of business on Feb 9. Thanks for your help. TV

Tracey D. Vause, MPA  
Emergency Medical Services Division Chief  
Okaloosa County Department of Public Safety  
Office: 850-651-7150  
Fax: 850-651-7170  
Cell: 850-585-8472

**INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY  
AND OKALOOSA COUNTY SHERIFF'S OFFICE REGARDING  
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**IN WITNESS WHEREOF,** the parties hereto, by and through the undersigned, have entered into this Agreement.

Attest:

Board of County Commissioners  
Okaloosa County, Florida

By: \_\_\_\_\_  
J.D. Peacock, II  
Clerk and Comptroller

By: \_\_\_\_\_  
Charles K. Windes, Jr.  
Chairman

DATE: \_\_\_\_\_

Okaloosa County Sheriff

By:   
Larry Ashley, Sheriff

DATE: 11/27/2016



**Okaloosa County Sheriff's Office**  
**General Order: 17.15**  
**Subject: Emergency Opioid Antagonist Program**

Issued: 01/28/2016

This General Order consists of the following sections:

- A. Purpose**
- B. Policy**
- C. Definitions**
- D. Procedure**

**A. Purpose**

The purpose of this general order is to establish guidelines and regulations governing the utilization of Naloxone by trained personnel within the Okaloosa County Sheriff's Office. The objective is to treat and reduce injuries and fatalities due to opioid-involved overdoses when Okaloosa County Sheriff's Office members are the first to arrive at the scene of a suspected overdose.

**B. Policy**

It is the policy of the Okaloosa County Sheriff's Office to be able to provide the best possible response to the citizens and visitors of Okaloosa County, including the administration of an emergency opioid antagonist when indicated by trained members, in the absence of trained emergency medical personnel, as outlined in Florida State Statute (FSS) 381.887, also known as the Emergency Treatment and Recovery Act.

**C. Definitions**

1. Emergency Opioid Antagonist - Means naloxone hydrochloride or any similarly acting drug that blocks the effects of opioids administered from outside the body and that is approved by the United States Food and Drug Administration for the treatment of an opioid overdose.
2. Naloxone (commonly marketed as Narcan) is a prescription medicine that reverses an opioid overdose by blocking opioids in the brain for 30 to 90 minutes. Opioids that can be affected by naloxone administration include heroin, oxycodone, methadone, fentanyl, morphine, codeine, opium, hydrocodone, and name-brand drugs such as Percocet, Vicodin and Demerol.
3. Patient - Means a person at risk of experiencing an opioid overdose.
4. Administer or Administration - Means to introduce an emergency opioid antagonist into the body of a person.

**D. Procedure**

1. Responding Deputy
  - a. Upon arriving at the scene of a medical emergency involving a suspected opioid overdose, ensure the safety of the scene.
  - b. Request the Communications Center dispatch Emergency Medical Services (EMS) to the scene.
  - c. Once the safety of the scene has been secured, using universal precautions to protect from blood borne pathogens and other communicable diseases, medically assess the subject,

which may include, but not be limited to, determining unresponsiveness and other indications of an opiate-induced overdose.

d. Provide CPR/rescue breathing, if needed.

I. Also use a one-way pocket mask or other similar device.

e. Prepare the auto-injector for deployment.

f. Administer naloxone according to agency training guidelines.

g. Use proper defensive tactics when administering naloxone; aided individuals who are revived from an opioid overdose may regain consciousness in an agitated or combative state, and may exhibit symptoms associated with withdrawal.

h. If effective, place patient into the recovery position and provide supportive care, if needed.

i. Immediately inform responding EMS personnel that naloxone has been administered and provide updates as needed.

j. Transfer care of the patient to responding Fire Department / EMS personnel.

k. If the patient refuses medical treatment or transportation to a medical facility and no criminal charges are to be filed, the subject may be held in protective custody under the Marchman Act, provided all required criteria have been met. However, if necessary Marchman Act criteria have not been met, this ends the law enforcement responsibility for the immediate response to the overdose incident.

l. Advise supervisor and the Communications Center as soon as possible that naloxone has been administered. Notification must be completed while still on scene.

m. Used naloxone units shall be treated as sharps and biomedical waste and shall be disposed of as per General Order 24.02, Blood-borne Pathogens Exposure Control Plan. Used naloxone units may also be disposed in the EMS sharps container or at the hospital.

n. Anytime a OCSO member administers naloxone it will be documented in a written offense report. Included in the narrative will be all information used to access the need to deploy the drug.

## 2. Incident Disposition Codes

a. In order to accurately retrieve the administration and effectiveness of naloxone the following disposition codes will be used in conjunction with Disposition Code One, "29-0", Drug Overdose, whenever an OCSO member administers the drug:

I. Disposition Code Three, "81", Naloxone Deployed: Effective, will be used to report the successful use of the drug; meaning the patient was revived through the use of naloxone.

II. Disposition Code Three, "82", Naloxone Deployed: Ineffective, will be used to report the lack of successful outcome; meaning the patient did not respond to the naloxone.

### 3. Training

a. The OCSO Training Unit is responsible for coordinating and providing an approved emergency opioid antagonist training course for all members participating in this program. The course shall provide the first responder with carrying, storage, and administration of an emergency opioid antagonist training, and shall specifically include:

- I. An overview of FSS 381.887 as it relates to this policy.
- II. Patient assessment to identify the signs and symptoms of opioid overdose.
- III. Universal precautions and infection control when administering naloxone.
- IV. Use of the naloxone (EVIZO) auto-injector, to include viewing a presentation of proper deployment.
- V. Required reports and documentation relating to the administration of naloxone.

b. Biennial refresher training on the carrying, storage, and administering of an emergency opioid antagonist shall be conducted in conjunction with CPR training.

### 4. Naloxone Field Deployment

a. Naloxone kits will be issued to selected patrol deputies in the following primary locations as determined by historical data reflecting areas of concentrated overdoses:

- I. Two (2) kits per squad in District 1 with recommended distribution to the shift supervisor and/or rover patrol.
- II. Five (5) kits per squad in Districts 2 and 3 with recommended distribution to rover patrols and the patrol areas of Niceville/Bluewater Bay, Destin, Ft Walton Beach, and Okaloosa Island.

b. One (1) kit will be available in the Detention Unit.

### 5. Maintenance and Replacement

a. Each Patrol District Administrative Sergeant is responsible for ordering and maintaining the inventory of naloxone, and distribution of naloxone units to their respective members who have successfully completed the required course of instruction on the carrying, storage and administration of it. Inventory and distribution logs shall include the naloxone unit's serial number, its expiration date, and the name of the person to whom it was distributed. It shall also provide replacement units when a unit has been damaged, is unusable, expired or deployed.

b. Deputies are responsible for the inspection of the issued Naloxone unit at the beginning of each shift. Due to the fact that the medication is sensitive to extreme temperature, deputies shall store the kit within his/her vehicle's passenger compartment while on duty. When off-duty, deputies shall store the kit in a climate-controlled environment less than 104 degrees. At no time shall the kit be stored in the trunk of the patrol vehicle. Lost, damaged, opened or used naloxone kits shall be immediately reported to the deputy's supervisor.

I. Where any condition necessitates, the naloxone kit shall be replaced or taken off line and be submitted for replacement to their respective Patrol District Administrative Sergeant.

II. Upon administering naloxone, contact their respective Patrol District Administrative Sergeant for replacement.

c. Inspection of assigned naloxone units shall be performed by supervisors during the monthly line inspection, and noted on the report. If a unit is discovered to be damaged or opened, the supervisor shall request through his chain-of command that arrangements be made for a new unit to be issued to the deputy. It shall be the deputy's responsibility to arrange for collection of the replacement unit once advised it is available.

Approved: *Larry Ashley /S/*  
**Larry R. Ashley**  
**Sheriff, Okaloosa County**