

## AGREEMENT FOR DISTRIBUTION AND ACCEPTANCE OF NALOXONE

This agreement is entered into by and between Snohomish Health District, a municipal corporation of the State of Washington (“SHD”), and City of Bothell Police Department a municipal corporation (“Recipient Organization”), as follows:

WHEREAS, the Recipient Organization and SHD each recognize the public health, safety, and welfare benefits that availability of naloxone provides to persons within SHD as well as the Recipient Organization; and

WHEREAS, SHD now is able to secure naloxone through its own resources; and

WHEREAS, SHD and the Recipient Organization each have as authority to take measures to benefit the health safety and welfare of persons with their respective jurisdictions;

NOW, THEREFORE,

For and in consideration of the mutual benefits derived from this agreement, SHD and Recipient Organization agree as follows:

1. At no expense to Recipient Organization, SHD will provide naloxone to Recipient Organization subject to written rules and protocols attached as Exhibit A and incorporated herein by this reference.
2. Recipient Organization agrees to save, hold harmless, and indemnify SHD, its officers, agents, employees, and elected officials from and against any and all claims, costs, causes of action, or lawsuits (including the cost of defense) arising out of or related to the provision of naloxone to Recipient Organization and that SHD assumes no responsibility for training in the proper administration of naloxone or the efficacy, reliability or suitability of the naloxone as provided by the manufacturer.
3. By entering into this Agreement, Recipient Organization accepts the naloxone subject to the above indemnity, disclaimer, and attached Exhibit A rules and protocols.
4. This Agreement shall be valid for three (3) years from the last signature date below, unless the parties agree to a different term in writing executed by both parties. This agreement may be terminated by either party with 60-days written notice.

IN WITNESS THEREOF, Bothell Police Department has caused this Agreement to be executed by its Police Chief, Ken Seuberlich, or designee, and SHD has caused this Agreement to be executed by its Administrative Officer, or designee, each of whom have authority to bind their respective entities.

Authorized representative:

Snohomish Health District

K.P.Seuberlich  
K.P.Seuberlich (Oct 6, 2022 09:23 PDT)

Oct 6, 2022

Ken Seuberlich  
Police Chief

Date

Shawn Frederick  
Shawn Frederick (Oct 6, 2022 09:27 PDT)

Oct 6, 2022

Shawn Frederick  
Administrative Officer

Date

## EXHIBIT A

### RULES AND PROTOCOLS FOR DISTRIBUTION OF NALOXONE

1. To help with tracking at each partner organization, it is required that the Recipient Organization has an internal staff member act as the designated Naloxone Liaison. This individual will take on the role of tracking naloxone distribution and use and employee training within their organization. If the Naloxone Liaison leaves the partner organization or assumes a new position, it will be their responsibility or the responsibility of their supervisor to select a new liaison, train them, and inform the contact at SHD so operations can continue smoothly.
2. The Naloxone Liaison must maintain an up-to-date roster including all employees that carry naloxone, the dose number of the naloxone assigned to each individual, its expiration date, and its lot number. This roster must also include the dose number, expiration date and lot number of reserve replacement kits in their possession. It is the responsibility of the Naloxone Liaison to track this information on the roster for each dose as it is given out to each employee. The Naloxone Liaison is also responsible for maintaining an accurate roster as new staff members are administered kits, and as members leave the organization and turn in their kits to be reassigned (if the dose is not nearing its expiration date). Additionally, the Naloxone Liaison should update the roster when doses are used or expired and are replaced with reserve doses. The Naloxone Liaison must provide this up-to-date information to SHD every quarter, even if no changes occurred during that period.
3. The Naloxone Liaison will separately track when naloxone doses have been used to reverse an overdose. For each overdose incident, SHD will ask for the name of the officer who administered the naloxone, the date of administration, the case number, the number of police department doses used in the incident, and if the use of naloxone resulted in the reversal of an overdose or not. This information will be requested quarterly.
4. After the naloxone is delivered to the Recipient Organization, it should be stored at between 59°F to 77°F. Naloxone nasal spray may be stored for short periods up to 104°F. Do not store naloxone nasal spray in a car on hot summer days. Do not freeze or leave naloxone nasal spray in a car during the winter. Naloxone nasal spray may not be as effective if it is not stored properly. If naloxone nasal spray gets frozen or is stored at 104°F for long periods of time, it should be replaced. Only discard the naloxone nasal spray once you have a replacement, as it is better to use improperly stored naloxone than not have any naloxone at all.
5. Recipient Organization agrees to return and release all doses of naloxone four months within their expiration date to SHD for redistribution into the community. It is understood and agreed that Snohomish Health District may in its discretion redistribute the unexpired doses to other agencies for use.

*NOTICE: The naloxone that is purchased by the Snohomish Health District on behalf of cities and towns expires 36 months after its manufacturing date. As a significant number of naloxone doses purchased for this program go unused during the duration they are in the possession of first responders, the Snohomish Health District has created a community-based redistribution program for doses within four months of their expiration date. The naloxone doses your city or*

*town releases will be given to organizations that are in frequent contact with community members at high risk of opioid overdose. This redistribution program will ensure that resources purchased with public funds are utilized to their full potential to contribute to county-wide efforts to end the opioid epidemic.*

# City of Bothell / Snohomish Health District Naloxone Agreement

Final Audit Report

2022-10-06

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-  Document created by Sarah de Jong (sdejong@snohomishcountywa.gov)  
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-  Signer ken.seuberlich@bothellwa.gov entered name at signing as K.P.Seuberlich  
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-  Document e-signed by K.P.Seuberlich (ken.seuberlich@bothellwa.gov)  
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-  Sarah de Jong (sdejong@snohomishcountywa.gov) added alternate signer Shawn Frederick (sfrderick@snohd.org). The original signer Pam Aguilar (paguilar@snohd.org) can still sign.  
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 Agreement completed.

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