

MEMORANDUM OF AGREEMENT

WHEREAS, _____ is an Opioid Overdose Prevention Program (OOPP) which possesses an effective certificate of approval from the State Department of Health (SDOH) pursuant to 10 NYCRR 80.138; and

WHEREAS, _____ is a Clinical Director of said OOPP as approved by the SDOH; and

WHEREAS, the New York City Department of Health and Mental Hygiene (DOHMH), Bureau of Alcohol & Drug Use Prevention, Care & Treatment (BADUPCT) agrees to provide intranasal naloxone delivery devices (INNDDs) to said affiliated prescriber for use in conjunction with said OOPP;

THEREFORE, It is hereby agreed that:

1. Each unit of INNDD to be transferred herein shall consist of one mucosal atomization device and one needle-less syringe pre-filled with naloxone hydrochloride. It is understood that the intranasal administration of naloxone is not approved by the Federal Food and Drug Administration, but its prescription is at the discretion of a physician as an off-label use.
2. The transfer of medication is between the DOHMH TB/STD Pharmacy and the Clinical Director of the OOPP.
3. The scope of and procedures for the prescribing, dispensing, and administration of the INNDDs shall be in accordance with the regulations of the SDOH governing OOPPs and any approvals for the operation of such OOPP by the SDOH.
4. All INNDDs shall be prescribed, packaged, labeled, dispensed and administered by the licensed practitioner in accordance with the New York State Education Law governing professional practice. Appropriate precautions shall be taken to ensure the INNDDs are not mislabeled in any way, including dosage information.
5. The Clinical Director may only distributed the INDD's in accordance with the provisions of the SDOH regulations governing OOPPs, or to individuals approved by SDOH as affiliated prescribers of the OOPP.
6. INNDDs must be ordered and picked up in accordance with the protocols of the DOHMH.
7. The OOPP shall not charge the patient for the INDDs.
8. After receipt of INNDDs from the DOHMH, the OOPP will take all necessary steps to handle, store and maintain drugs as recommended by the manufacturer, in accordance with the policies and procedures of the SDOH governing OOPPs, and in a manner that will ensure that the medication does not deteriorate, become contaminated, expire, or otherwise change in any way from the state in which it was received.

9. Each program will submit a quarterly report including the monthly aggregate number of kits distributed (each kit to include two (2) doses of intranasal naloxone), as well as copies of any reports of overdose reversals using intranasal naloxone to the Director of OPI quarterly.

10. The Program Director of the OOPP shall provide to BADUPCT quarterly reports of the utilization of INNDDs and the remaining inventory of INNDDs donated pursuant to this Agreement.

11. The Program Director shall provide BADUPCT with copies of draft and final audits of the OOPP conducted by SDOH or any of its agents, including any associated responses or corrective action plans submitted to SDOH by the OOPP. Such documents shall be provided to BADUPCT within five (5) business days of their receipt from, or submission to, SDOH.

12. This Agreement may be terminated by the DOHMH upon two (2) days written notice to the Clinical Director and Program Director, and shall terminate forthwith without such notice when the Institution loses its approval from the SDOH to operate an OOPP or the responsible practitioner ceases being an affiliated prescriber of the OOPP. Upon termination of this Agreement for any reason, the Program Director of the OOPP, in accordance with the instructions of the Department, shall return all unused INNDD units to the Department within ten (10) days of such termination.

13. A copy of the SDOH approval of the entity as an OOPP, along with any conditions thereto, is attached hereto.

Program Director of the OOPP:

Name	_____	/ /
	Signature	Month / Day / Year
Fax number	Email address	
Street	City, State, ZIP	

Clinical Director:

Name	_____	/ /
	Signature	Month / Day / Year
New York State License Number		

On Behalf of NYC DOHMH, BADUPCT:

Name	_____	/ /
	Signature	Month / Day / Year