

**AMENDMENT AND RESTATEMENT OF AGREEMENT TO PROVIDE
SUPPORT TO THE OPIOID ANTAGONIST PROTOCOL WITHIN THE
City of Westwood**

THIS AMENDMENT AND RESTATEMENT OF AGREEMENT, is made and entered into on the date of last signature below (“Effective Date”), between the Johnson County Department of Health and Environment, a department of Johnson County, Kansas (“County”) and the City of Westwood (“City”) (“Agreement”).

RECITALS:

- A. K.S.A. 12-2908 allows municipalities to contract with other municipalities to perform any governmental service, activity, or undertaking which each contracting municipality is authorized by law to perform; and
- B. The Board of County Commissioners of Johnson County, Kansas, delegated authority to the Director of the Johnson County Department of Health and Environment to enter agreements to provide opioid antagonist protocol support to other municipalities pursuant to K.S.A. 12-2908; and
- C. Both the County and the City are authorized to set up an Opioid Antagonist Protocol through K.S.A. 65-16,127; and
- D. The City employs first responders or school nurses as defined by K.S.A. 65-16,127 (a)(3), but does not employ a full-time physician; and
- E. The County employs a physician board certified in emergency medicine as Johnson County’s Emergency Medical Services (EMS) System Medical Director; and
- F. K.S.A. 65-16,127 sets forth a process by which a first responder can administer an emergency opioid antagonist to treat a suspected opioid overdose and requires the state board of pharmacy to adopt rules and regulations to implement the provisions of the statute; and
- G. To implement the provisions of the statute, the state board of pharmacy adopted K.A.R. 68-7-23 which governs administration of emergency opioid antagonists without a prescription; and

- H. K.A.R. 68-7-23 requires that a first responder or school nurse to whom the emergency opioid antagonist is dispensed have some training and an opioid antagonist protocol signed by a doctor; and
- I. The County wishes to assist the City in providing emergency opioid antagonists by sharing the use of its EMS System Medical Director with the City.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the County and the City agree as follows.

1.0. **Purpose of Agreement.** The purpose of this Agreement is for the County to provide support to the City's opioid antagonist protocol by providing access to the services of the County's EMS System Medical Director. The EMS System Medical Director shall serve the City for the limited purpose of reviewing the City opioid antagonist protocol and training law enforcement officers in administration of the opioid antagonists.

2.0 **Term.** The term of this Agreement shall be from the Effective Date of this Agreement and shall continue until such time as terminated by either party. The EMS System Medical Director will review the Agreement annually, as set forth in Paragraph 5.2 below.

3.0 **Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice.

4.0 **Relationship of the Parties.** The EMS System Medical Director shall serve the City in a limited capacity to assist in establishing a protocol for treatment of suspected opioid overdose. The EMS System Medical Director is an employee of the County at all times. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this agreement.

EMS System Medical Director Responsibilities.

- 5.1 The EMS System Medical Director will assist the City by providing any necessary services to support the first responders in the treatment of a suspected opioid overdose. These services include but are not limited to: (1) reviewing and signing the opioid antagonist protocol; and (2) providing necessary training to the first responders or school nurses in administration of the opioid antagonist protocol.
- 5.2. The EMS System Medical Director will annually review the City opioid antagonist protocol.

6.0 **City Responsibilities.** The City will provide the EMS System Medical Director access to such facilities and personnel as necessary to discharge his responsibilities set forth in this Agreement.

7.0 **County Responsibilities.** The County will annually review the City opioid antagonist protocol.

8.0 **Indemnification.** Subject to the immunity and maximum liability provisions of the Kansas Tort Claims act, the parties agree to protect, defend, indemnify and hold harmless the other party to this Agreement and their officers, employees and agents free and harmless from and against any and all determinable losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses of liabilities, whether false fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter “claims”), in connection with relating to or arising directly or indirectly out of the party’s error, omission or negligence in its performance or responsibilities hereunder.

9.0 **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

10.0 **Entire Agreement.** This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

11.0 **Amendments.** This Agreement may be amended by supplemental writing signed by both Parties.

12.0 **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Each Party agrees that this Agreement may be signed electronically.

13.0 **Address for Notice.** Any written communications required by this Agreement shall be directed to the following:

Johnson County Department of Health
and Environment
Attn. EMS System Medical Director
11880 S. Sunset Dr.
Olathe, KS 66061
Fax: 913-826-1018

City of Westwood
Attn. City Administrator
4700 Rainbow Boulevard
Westwood, KS 66205

The Parties, through their duly authorized representatives, agree to the terms and conditions of this Agreement and have executed it as of the date of last signature below.

**Johnson County Department
of Health and Environment**

City of Westwood

D. Charles Hunt, Director

Date: _____

Leslie Herring, City Administrator

Date: _____

APPROVED AS TO FORM:

Assistant County Counselor