

Stock Inhaler Toolkit



Prepare your campus
for asthma emergencies by
getting stock inhalers today.

August 2023

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Foreward



The American Academy of Allergy, Asthma & Immunology (AAAAI), in collaboration with the American Academy of Pediatrics (AAP) and others, have created these stock inhaler and epinephrine toolkits for use by school personnel throughout the United States. These compilations of critical information are essential to establishing and sustaining school-based stock medication programs. While state laws may differ, the essential aspects of establishing a school-wide program do not. Use this information to make your school-based stock inhaler and epinephrine programs successful.

These toolkits promote the collective work and expertise of many organizations working tirelessly to support the health of children at school.

Sincerely,

Andrea A. Pappalardo, MD, FAAAAI
SA3MPRO™ Committee Chair





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Our Partner

This toolkit was created in partnership with this organization. We thank them for their input, guidance, and resources that are throughout this toolkit.



[WEBSITE](#)

Our Collaborators

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In This Toolkit



What will you find in this toolkit?

You will find all of the things that you will need to set up and initiate a stock inhaler program in your school or district.

- Why stock inhalers are important to you and your students.
- How to recognize respiratory distress.
- How to find and understand your state's law pertaining to stock medication.
- Using stock medication and what follow-up care is needed.
- Ways to get your staff trained to be prepared for asthma emergencies.
- What policies, protocols, and processes you need to have in place before using the medication on campus.
- Examples of the documents you may need to get medication and implement the program.

Acronyms You'll Need To Know

AAAAI	<u>American Academy of Allergy, Asthma, and Immunology</u>
AAFA	<u>Asthma and Allergy Foundation of America</u>
AANMA	<u>Allergy & Asthma Network Mothers of Asthmatics</u>
AAP	<u>American Academy of Pediatrics</u>
ALA	<u>American Lung Association</u>
ATS	<u>American Thoracic Society</u>
CDC	<u>Centers for Disease Control and Prevention</u>
NASN	<u>National Association of School Nurses</u>

Dear decision maker,



How can asthma be an emergency?

Respiratory distress is a term used to describe difficulty breathing or shortness of breath. When someone is experiencing respiratory distress, their breathing may become rapid or shallow, they may feel like they can't catch their breath, or they may feel like they are suffocating.

Respiratory distress is a common symptom of asthma exacerbations, which occur when a person's asthma symptoms become worse. Other signs of an asthma exacerbation may include coughing, wheezing, chest tightness, and difficulty speaking or performing physical activities.

It's important for school staff to be able to recognize the signs of respiratory distress and asthma exacerbations so that they can respond quickly and appropriately. This may include providing the student with their prescribed asthma medication or calling for emergency medical assistance if necessary.

What are stock inhalers? When do we need them?

A stock inhaler is a rescue inhaler that is kept on hand in schools to be used in case of an asthma emergency. Stock inhalers contain a type of medication called a bronchodilator, which works to open up the airways in the lungs and make breathing easier. This medication can be life-saving in the event of an asthma exacerbation as it can quickly relieve symptoms and prevent the situation from becoming more serious.

The intended use of stock inhalers in schools is to provide quick relief to students experiencing asthma symptoms while they wait for emergency medical services to arrive or until they can access their own inhaler. Overall, the use of stock inhalers in schools is an important part of ensuring the health and safety of students with asthma. By providing quick and effective relief to students experiencing asthma symptoms, schools can help to reduce the impact of this chronic condition on student health and academic success.

Situations that a stock inhaler can be used may differ based on your law but general situations appropriate for the medication are students in clear respiratory distress, students with asthma and no inhaler available before they start to show signs of distress, and students with known exercise-induced asthma that do not have their inhaler available.

Dear decision maker,



How can this toolkit help you?

This toolkit has been designed to make the adoption of stock inhalers easy for school districts. It provides you with all the necessary information to learn about stock inhalers and nebulizers, recognize respiratory distress, and administer life-saving medication. You will also have easy access to local guidelines and recommendations, allowing you to stay up-to-date with your state's stock inhaler law and ensure that your school is compliant with state codes.

In addition, the toolkit includes a step-by-step outline of the process for getting stock inhalers into your schools, along with example documents and letter templates to guide you. You are encouraged to work with your medical and legal counsel to create a tailored stock inhaler program that fits your campus' unique needs.

Using the resources in this toolkit, you can create a comprehensive plan for your school without incurring significant costs or wasting precious time. Furthermore, the toolkit provides guidance on selecting the best devices based on dosage and pricing, as well as finding quality, evidence-based training for your staff. With this toolkit, you can feel confident that you have the tools and resources necessary to keep your students safe and healthy.

With this toolkit, you can breathe easy knowing your school is prepared to handle asthma emergencies!



School nurses are a vital part of a school plan for stock inhalers. Throughout this toolkit, look for unique resources for school nurses! Don't forget to be prepared with all of NASN's resources for asthma that you can find [here!](#)

Recognizing The Signs



What is respiratory distress?

When someone has trouble breathing, they may or may not have observable signs that their body is having to work harder to get enough oxygen. It is essential that whether it is obvious or not that someone is having difficulty breathing, adults recognize the importance of getting that person the help they need in a timely manner. Respiratory distress is a medical emergency that occurs when someone is not getting enough oxygen or is having to work hard to breathe.

It is important that school nurses or trained personnel who may be the first to see a student in respiratory distress know what it looks like when someone cannot breathe. This may start subtly but then becomes more obvious if not treated. It is helpful to have an idea of what normal breathing should look like, as well as someone in "early" respiratory distress, and someone who is not doing well and in "late" respiratory distress.

Recognizing that someone is having trouble breathing by observing them and listening to them is the first step in getting them help.

What is normal breathing?

Typically, adults breathe between 12-20 times a minute. Count your breathing and check for yourself.

Age Range	Rate (breaths per minute)
Infant (birth - 1 year)	 32-52
Toddler (1-3 years)	23-42 
Preschool/Kindergarten (3-6 years)	 21-31
Elementary School (6-12 years)	18-25 
Adolescent (12-18 years)	 15-21

Recognizing The Signs



What does trouble breathing look like?

Any time someone is breathing less or more than what is normal for their age!

They may also show or seem like they have other things going on that will help you figure out they are having trouble breathing or that they are in respiratory distress.

Signs that Asthma is starting to be an issue you may notice **BEFORE** respiratory distress:

- Fatigue.
- Some coughing while exercising.
- Feeling flushed.
- Feeling lightheaded.
- Feeling anxious.

At some point, this child or adult may develop Respiratory Distress, which can be described as either early (think of a yellow caution light) or late (think of a red traffic light).



Stock inhalers can and should be used on students with personal inhalers if the personal inhaler is NOT easily accessible or is expired. This can be for students that are showing signs of distress AND students that need it prophylactically.

Other Resources



[LINK](#)



[LINK](#)

Recognizing The Signs



Signs of Respiratory Distress

Sign	Early Respiratory Distress	Late Respiratory Distress
Behavior	May be aware that something is wrong but may try to play/work through it	Heightened emotional state
Body Position	Leaning forward in a sitting position to help take deeper breaths	May lie down or curl up
Breathing Rate Changes	Fast breathing	Breathing gets faster and more shallow (or an individual is not able to take in a full deep breath). Some people may call this hyperventilating.
Chest Tightness	A child might say their chest hurts, it feels hard to breathe, or may describe a sharp pain in their chest	Continued or worsening chest pain/tightness
Color Changes	None	A bluish color around the mouth, lips, or fingernails
Coughing* <small>*May be absent in some individuals</small>	Repeated coughing or clearing of throat	Can't stop coughing or clearing throat
Nasal	Possible sniffing	Flaring (widening) of nostrils
Physical Activity Level	Slower or stopped	Slow or stopped, Restlessness
Retractions	None	Grunting Increased use of stomach & chest muscles A person's chest is lifting up & down quickly Exaggerated movement and straining above the collarbone
Speech	May have some difficulty talking or inability to speak in full sentences	Difficulty talking or inability to speak in full sentences
Wheezing	Can begin to wheeze, which can sound like whistling or squeaking	Consistent/continuous wheezing

Recognizing The Signs



Differentiating Between Asthma & Anaphylaxis

Asthma is a chronic lung disease that causes inflammation and narrowing of the airways, while anaphylaxis is a severe allergic reaction that can affect multiple organ systems. Both conditions can cause sudden-onset, life-threatening emergencies, so it is important to know how to differentiate between them, allowing proper treatment to be delivered promptly. This is especially important as some individuals have both asthma and allergy.

Asthma Attack

versus

Anaphylaxis



Asthma attacks and anaphylaxis share features, but there are clear differences too.

In anaphylaxis, trouble breathing including coughing, wheezing, stridor, and/or shortness of breath, may be the most prominent symptom(s) of the allergic reaction.

In asthma, there will be no hives, swelling, vomiting, or diarrhea.

When severe, both asthma attacks and anaphylaxis can cause bluish skin, increased heart rate, decreased blood pressure, altered mental status, loss of consciousness, and potentially death.



When you are unsure whether a person is having an asthma attack or anaphylaxis, **TREAT BOTH** by administering epinephrine then albuterol. Seek emergency medical care **IMMEDIATELY**.



Nurses Note!

When a student has a physician-provided allergy action plan and/or asthma action, follow it. Such plans provide student-specific medical instructions and may recommend different/other treatment(s) unique to that student.

Understanding State Laws



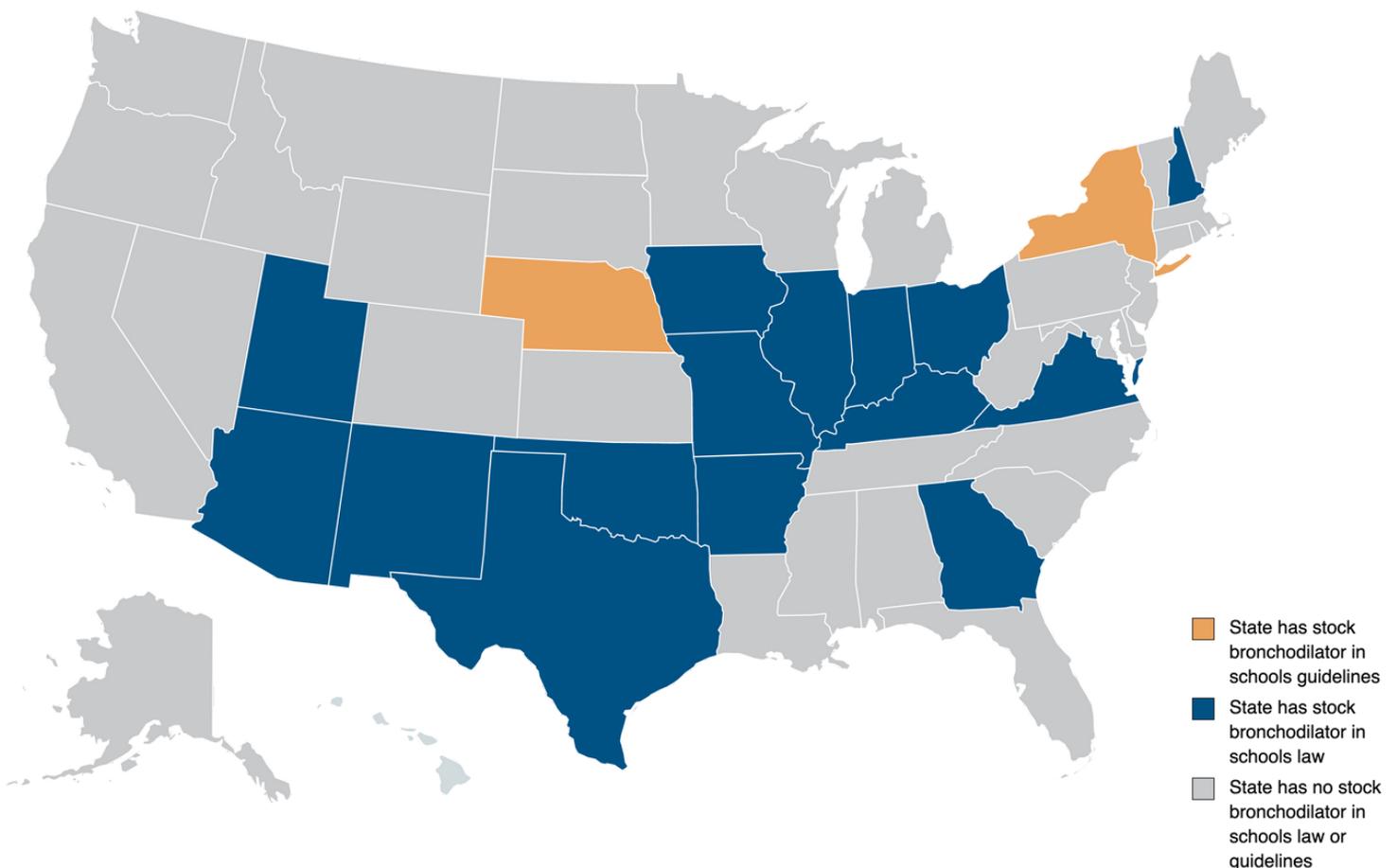
Not all states have stock inhaler laws, and requirements do vary by state. It is imperative that you understand what requirements are in your state's stock inhaler law before you are able to finalize district policies and procedures on how to administer stock inhalers in schools. We offer you a step-by-step approach to determine if you have a law, and if you do, what it means.

Find your state law

The first step is locating your state law. Undesignated medication laws may be combined into a single law, or they may be separated by different kinds of stock medication. The American Lung Association maintains a list of stock inhaler laws by state, with a link to relevant verbiage.

[Link To ALA Map](#)

Please remember that this list is not exhaustive and that laws may change over time.



Understanding State Laws

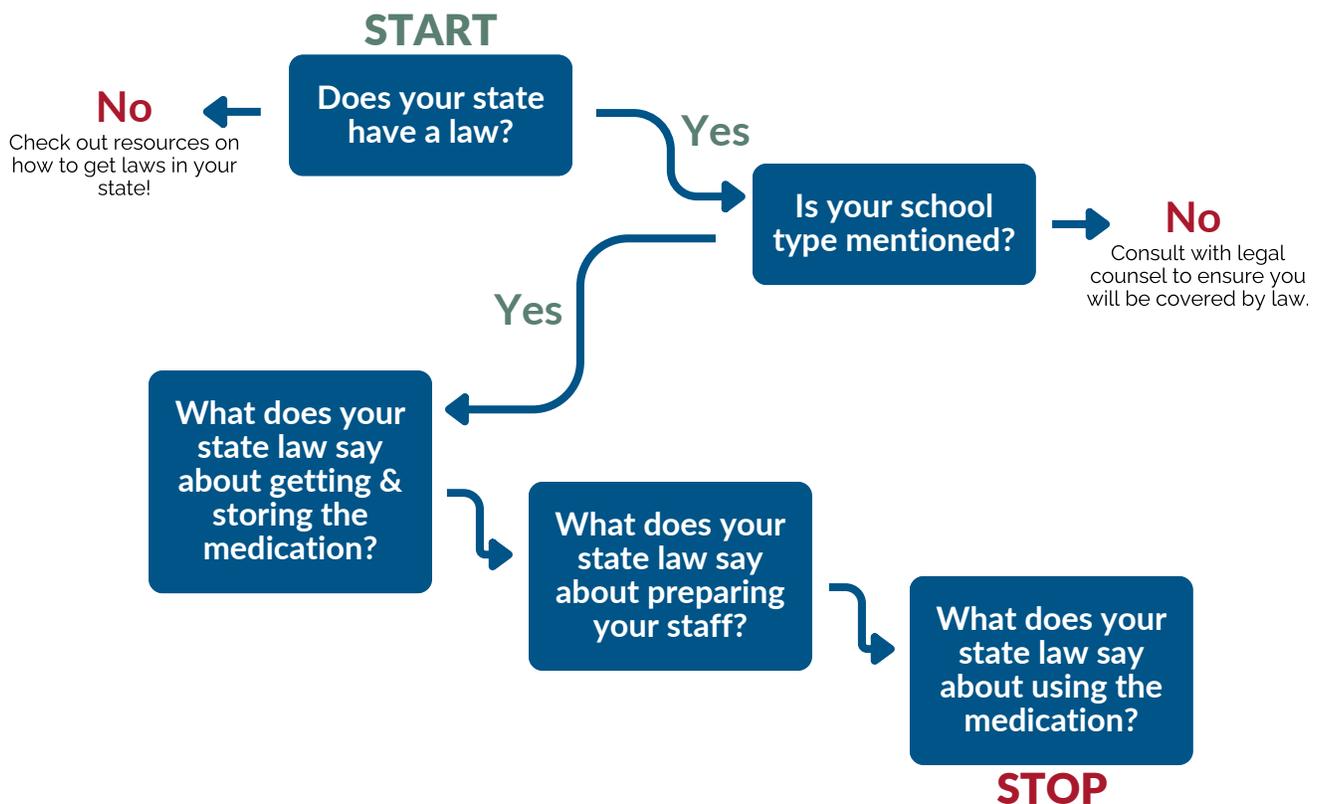


What to look for in your state's law!

Laws pertaining to stock inhalers vary across the country and vary on what they address pertaining to getting the medication, preparing school staff, and using the medication. We have compiled questions to answer when looking at your state's law and how the answers may differ!

Applying the Legislation

Not every state has a law so make sure to know that your state's law applies to your school. If your state does not have a law, ALA has [a toolkit](#) for becoming an advocate! While we break down the different topics addressed in laws, this flow chart can assist you in how to read and understand the laws.



Once you understand your state's law, you are ready to get started implementing a stock inhaler program!

Understanding State Laws



Getting The Medication

Understanding how to get stock inhalers for your campus can seem intimidating when looking at your law. The questions below are important to ask and are paired with insight into what the text may mean for you.

What type of medication is specified in the law?

Many states explicitly list what kind of medication is allowed. Some list "asthma medication" and others "albuterol."

Who can provide the prescription?

Many states indicate who is allowed to prescribe to schools. If not stated in the law, it would be anyone with prescriptive powers.

Can a pharmacist dispense to a school?

If stated in the law, the law explicitly allows a pharmacist to fill prescriptions. If not stated, reach out to your Pharmacy Board to ensure that a local pharmacist can fill the prescription.

How can these devices be paid for?

If stated, use the methods mentioned. If not, reach out to legal counsel if you have concerns. Most allow for donations and other sources of funds to be used.

Who is indemnified (not liable) in the law?

Your law will define who cannot be sued with this legislation. Common mentions are schools, prescribers, and trained staff.

What does your state say about spacers?

If your law uses "must" or "shall" when mentioning spacers, they are required to be used with your stock inhalers. If not required or mentioned, they are recommended by the ATS, ALA, AANMA, and NASN.

Understanding State Laws



Preparing School Staff

Understanding how to prepare your staff with the proper training, policies, and protocols is important for a successful program. The questions below are important to ask and are paired with insight into what the text may mean for you.

Who can provide training in your state?

Laws dictate who can provide training in their state. Specifications may note that only licensed providers in the state or those that have completed other qualifications.

Does your state require a certain number of trained staff?

Some laws mention a specific number of trained staff. If not, ATS, NASN, ALA, and AANMA recommend that one staff member be trained per 225 students - at least two people.

What is required to be in staff training in your state?

Ensure that the training your staff receives covers all that is required by your law. Common elements are recognition, usage, and storage.

Is online training allowed?

Not all states allow online training which can be a rate limiting factor in getting trained.

How frequently must staff be trained?

Laws will dictate a timeline on how frequently training should be done. It is recommended to do annually.

Are protocols and/or policies defined in your law?

Every school should have an external policy (for others to read) and internal protocol (for staff to follow) regardless of the law. Some state laws require specific sections in the policy, others do not.

Understanding State Laws



Using The Medication

Understanding how you are permitted to use the medication is vital. The questions below are important to ask and are paired with insight into what the text may mean for you.

Who can be given the medication?

Some states only allow those diagnosed with asthma to be given medication while others allow for any student or staff. Ensure you know your law!

What kind of parental consent is required?

States can require parents to opt into medication usage and allow parents to opt-out as well. Other states just require notification after usage. Understand your consent requirements well before getting the medication.

Where can the medication be given?

Laws can limit medication usage to only on campus or broaden usage to any school-sponsored event or where trained school staff is supervising.

Where can the medication be stored?

ATS, NASN, ALA, and AANMA recommend inhalers be stored in an unlocked, temperature-controlled area. Laws can indicate that devices are unlocked or other accessibility standards.

What are your reporting guidelines?

Some laws state that you must report to a state-sponsored entity within a certain time frame, others do not. We recommend you create internal reporting procedures to track utilization over time.

Understanding State Laws



State Law Spotlight

We took a look at six current stock inhaler laws and compared important parts of their laws so you can understand the kind of things that these laws contain. If your state does not currently have a law permitting stock inhalers, check out this chart and see what state you may want to pull from to create your law based on your state's needs. This chart does not have facets of these laws but the chart is intended to give you a visual representation of the variety of legislation and therefore does not have all the details of these laws.

	<u>AZ</u>	<u>GA</u>	<u>IL</u>	<u>IN</u>	<u>NH</u>	<u>TX</u>
Combined with stock epinephrine law?	✗	✗	✓	✓	✗	✓
Types of Schools	Public Charter	Public Private	Public Private Charter	Public Private Charter	Public Private	Public Private Charter
Type of Medication	Any FDA-approved bronchodilator	levalbuterol sulfate or albuterol sulfate	Any FDA-approved asthma medication	Albuterol	Bronchodilator	Not Specified
Training Content Defined	✓	✓	✓	✓	✓	✓
Number of Trained Staff	2 or more	Not Specified	Not Specified	Not Specified	Not Specified	1 or more
Training Frequency	Annual	Not Specified	Annual	Not Specified	Annual	Defined by Health & Human Services Commission
Required Reporting	Reports kept at school	Not Specified	To ISBE within 3 days, to parents within 24 hours	To Indiana DOE within 10 days of use	Annual to the state, immediately to the parents	To district, prescriber, and state within 10 days
Parental Notification/Consent Requirements	Notified after use	Not Specified	Consent and notification required	Not Specified	Consent before required	Consent before required
Liability Defined	✓	✓	✓	✓	✓	✓
Who Can Get The Device	Students with and without previous asthma diagnosis	Any student	Students, employees, and visitors	Students, employees, and visitors	Students w/ asthma action plan & parental permission	Students w/ diagnosed asthma & parental consent only
Where Can Device Be Used	School or school-sponsored activity	Not Specified	school, school activities, & with school personnel	Not Specified	Not Specified	On school grounds only

Getting The Medication



How Do You Obtain Undesignated Asthma Medication and Supplies?

Obtain A Prescription & Standing Order

Contact your local health department or a healthcare provider licensed to prescribe in your state to request an undesignated asthma medication standing order and prescription form. Ensure that the medication chosen is permissible under your [state law](#). If you have difficulty finding a prescriber, consider contacting an asthma advocacy organization in your area.

[Sample Prescription](#)

[Sample Standing Order](#)

Obtain Inhalers

Contact pharmacies or distributors in your area to determine how they prefer to receive the standing order and to make sure they are prepared to dispense the inhaler to a school. Some pharmacies will need the prescription to be faxed. Other supply companies or distributors may receive prescription requests via email.

Fill out the standing order from a retail pharmacy, distributor, or manufacturer. Consider presenting a letter or a copy of [your state law](#) from a pharmacy association explaining stock inhalers

[Letter to Pharmacy](#)

If applicable, explain that your school or district is the recipient of the standing order and will be paying for the supplies. Alternatively, some states and regions may work with non-profit advocacy organizations or the administrators of other undesignated medication programs for schools to obtain undesignated asthma medications and supplies.

[Sample Prescription](#)

[Sample Standing Order](#)

Obtain Spacers

Order disposable spacers (plastic chambers or mouthpieces compatible with your reliever medication) such as Lite Aire from a health supply company or other vendors. Some states will work with agencies that provide these supplies. Vendors may require copies of standing orders for products such as disposable spacers.

Using The Medication



How to Administer Undesignated Asthma Medication With Spacer

These are general guidelines.

Personnel assisting with respiratory distress should consult the manufacturer's instructions for specific medication and devices to ensure medication is administered and absorbed as intended. (American Lung Association, 2022)



1. Wash Hands.



2. Gather supplies and make sure the inhaler is clean, free from foreign objects, & within the expiration date.



3. Remove the cap from the inhaler and shake well, for 5 seconds. See below for more about "priming."



4. Connect the mouthpiece of inhaler to the base of spacer.



5. Instruct individual to hold their head in a neutral position or to tilt their head back slightly.



6. Instruct individual to breathe all the way out.



7. Instruct individual to put the mouthpiece of the spacer in their mouth, over their tongue, & close their lips around it.



8. Press down on the inhaler or activate the device once.



★ 9. Instruct individual to breathe in slowly & deeply for 3-5 seconds, then to hold their breath for 10 seconds.



10. Wait one minute & repeat, if needed.

★ It is important to breathe in slowly and hold the breath so the medication has time to go to the lungs.

What is "Priming"?

"Priming" an inhaler means activating the inhaler (usually twice) before using it to give a dose. Priming ensures that the correct dose of medication is given when the inhaler is being used as intended. Prime the inhaler if*:

- It has not been used before.
- It has not been used for more than 7 days.
- It has been dropped.

*Refer to manufacturer guidelines for specific information about priming.

Using The Medication



How to Administer Undesignated Asthma Medication Without Spacer

These are general guidelines.

Personnel assisting with respiratory distress should consult the manufacturer's instructions for specific medication and devices to ensure medication is administered and absorbed as intended. (American Lung Association, 2022)



1. Wash Hands.



2. Gather supplies and make sure the inhaler is clean, free from foreign objects, & within the expiration date.



3. Remove the cap from the inhaler and shake well, for 5 seconds. See below for more about "priming."



4. Instruct individual to hold their head in a neutral position or to tilt their head back slightly.



5. Instruct individual to breathe all the way out.



6. Instruct individual to put the mouthpiece of the inhaler in their mouth, over their tongue, & close their lips around it.



7. Press down on the inhaler or activate the device once.



★ 8. Instruct individual to breathe in slowly & deeply for 3-5 seconds, then to hold their breath for 10 seconds.



9. Wait one minute & repeat, if needed.

★ It is important to breathe in slowly and hold the breath so the medication has time to go to the lungs.

Video Resource

Want a video resource to see how to use an inhaler with and without a spacer? Check out this [LINK](#) with videos from the CDC.

Using The Medication



How to Administer Undesignated Asthma Medication With RespiClick

These are general guidelines.

Personnel assisting with respiratory distress should consult the manufacturer's instructions for specific medication and devices to ensure medication is administered and absorbed as intended. (American Lung Association, 2022)



1. Wash Hands.



2. Gather supplies and make sure the inhaler is clean, free from foreign objects, & within the expiration date.



3. Make sure the RespiClick cap is closed and held upright,



4. Open the cap fully. When you open the cap, a dose of medication will be activated for delivery of the medicine. Shaking not necessary.



5. You will hear a “click” sound when the cap is opened fully. If you do not hear the “click” sound the inhaler may not be activated to give a dose of medicine.



6. Instruct individual to breathe all the way out.



★ 7. Instruct individual to breathe in slowly & deeply for 3-5 seconds, then to hold their breath for 10 seconds.



8. Wait one minute & repeat, if needed.

★ It is important to breathe in slowly and hold the breath so the medication has time to go to the lungs.

*Some organizations will use RespiClick with a detachable mouthpiece. Connect mouthpiece before instructing individual to place the inhaler in their mouth. .

Using The Medication



Cleaning Information & Instructions

Inhalers, spacers, and other devices should be cleaned according to manufacturer instructions. Many devices can be disassembled, cleaned with soap and water, rinsed thoroughly, then dried overnight. Other devices can be cleaned with EPA-approved products that are effective in eliminating SARS-CoV-2 and other pathogens and then rinsed, air-dried, and reassembled.

Please check the package insert or manufacturer's website for cleaning instructions for the inhalers, devices, or other products that your school district uses.

Parts of An Inhaler



Sample cleaning instructions for a multidose inhaler include:

- Take the canister of medication out of the actuator.
- Take the cap off the mouthpiece.
- Clean mouthpiece with EPA-approved disinfectant.
- Run warm water through the top of the actuator for 30 seconds.
- Turn the inhaler upside down and run warm water through the mouthpiece for 30 seconds.
- Shake off excess water from the actuator and allow it to air dry.
- Turn upside down and air dry overnight in a clean location.
- Reassemble the inhaler by replacing the canister and cap.

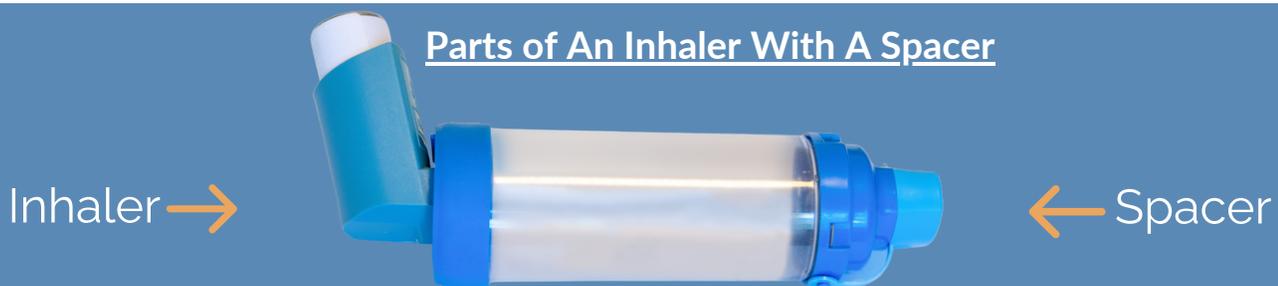
Using The Medication



Cleaning Information & Instructions Continued

Sample cleaning instructions for a reusable spacer include

- Remove only the base from the spacer. This is the part that connects to the inhaler, not the mouthpiece.
- Wash the base and spacer in water with dish soap.
- Rinse thoroughly with clean water.
- Write the date on the spacer or note the date the spacer was used.
- Allow both the base and spacer to air-dry for 10 days before using the spacer again.
- Reassemble the spacer by attaching the base.
- Check that the base and spacer do not have any cracks.



Sample cleaning instructions for a disposable mouthpiece (such as that for a Respiclick dry powder inhaler) include:

- Thoroughly clean with an alcohol wipe.
- Allow the mouthpiece to air-dry for 10 days before using the mouthpiece again.
- NOTE: it is very important that the mouthpiece is completely dry before reuse when attaching to a dry powder inhaler.

How To Deal With Expired Medication

Schools are responsible for ensuring that the stock medications are not expired. If a medication has expired, it should be disposed of responsibly - NOT in the trash can. Schools can check with local pharmacies, police stations, & other community organizations to find out where and when these expired medications can be accepted for responsible disposal.

Some research suggests that medications may be extended past their expiration dates in certain cases but standing orders and prescribers often require that medication be unexpired to be safely administered & for the dose to be reliable & effective.

Using The Medication



What about nebulizers?

There are many ways to administer asthma medications. One way that is often used in hospitals is a nebulizer. Other methods include metered-dose inhalers (MDI) and spacers or dry powder inhalers (DPI) with mouthpieces. Nebulizers are not recommended for stock inhaler programs.

What are nebulizers?

A nebulizer is a machine that aerosolizes liquid medication and delivers it through a tube and either a face mask or a mouthpiece.

What are the concerns on nebulizer use and spread of infections?

Because a nebulizer aerosolizes and delivers medication(s) into a fine mist and the person breathes in and out over time to receive the medication(s), there is potential for the spread of respiratory infections and other irritants/pathogens during nebulizer use. Tubing, mouthpieces, and face masks (as well as other components of the nebulizer system such as the chamber that holds the liquid medication) are used for a single person and cannot be cleaned or re-used for another person.

In addition, when a nebulizer is used for a person with a potentially contagious infection, several items of personal protective equipment would be required for the nurse or other trained personnel who would administer the medication. Even with a face mask, gown, gloves, and eye protection, there would still be a risk for that nurse or trained personnel to be exposed to the infection that the person receiving the medication might have. For this and other reasons, nebulizers are not recommended for use with undesignated asthma medications.

Are nebulizers and other inhalers equivalent?

Nebulizers can be helpful for people who have difficulty coordinating the use of a metered-dose inhaler (MDI). The correct use of inhalers with spacers delivers the same amount of medication as nebulizers.



NASN has many discussions about nebulizers and their use. You can find the discussions and more information [HERE](#). The CDC also gave out guidance that you can find [HERE](#).

Using The Medication



Follow Up Care

Students and staff members that require the use of undesignated medication should receive follow-up care.

How to facilitate follow-up care for emergency asthma medication usage and/or management may depend on whether the individual already has a diagnosis of asthma or not, or if the individual is a student or an adult within the school setting who received the stock inhaler.

The ideal medical professional to diagnose and manage asthma is the primary care clinician who sees the individual regularly. In the case of those with known asthma, the clinician may be an asthma specialist, such as an allergist or a pulmonologist. Whomever the caregiver or individual identifies should be the person or office that you can contact to let them know that this person may require follow-up care after a respiratory distress incident at your school.

We have included tips on how to facilitate follow-up based on student vs. adult and known diagnosis vs undiagnosed asthma. In the resource documents, there is a [sample letter](#) that can be utilized to send to the individual or caregiver for the person. There is also [a sample letter](#) to be used to give a provider, whether existing or new, that informs the provider of what happened when they seek care.

Special considerations for frequent users of stock medication

- Consider educating parent/guardian and/or individual regarding the increased use of the stock inhaler and the importance of following up with the primary care provider to help manage symptoms.
- If a student, consider obtaining permission from the parent/guardian to call the healthcare provider directly.
- If a student, provide parent/guardian education regarding asthma triggers and ways to get asthma medication. Brainstorm ways to overcome financial barriers if relevant.
 - The Respiratory Health Association has a 1-hour [Asthma Management Program](#) to educate parents, caregivers, & teachers of children with asthma. This program includes information about symptoms of asthma, asthma triggers, how to avoid them, & proper inhaler use. - [LINK](#)
 - The American Lung Association has an [Asthma Basics Program](#) to educate individuals about asthma. Specifically, this training module discusses how to recognize & reduce triggers, the importance of an asthma action plan, & how to recognize and respond to a respiratory emergency. - [LINK](#)

Using The Medication



Follow Up Care for Students

Check your state law to understand which students can receive stock medication at your school.

Students Diagnosed With Asthma

- Determine whether the student has a primary care provider or asthma/allergy specialist
 - If YES:** Encourage parent/guardian to take the student to the medical provider who manages the student's asthma.
 - If NO:** Provide a list of local primary care providers, asthma specialists, and relevant programs that can help students manage asthma.
- Send template [Healthcare Provider Notification Form](#)
- Ask parent/guardian if they have an up-to-date Asthma Action Plan and unexpired medication to be stored in the health office
- If the student is in need of an updated Asthma Action Plan and/or additional inhaler to be stored at school, inform the student's doctor when referring for follow-up care
 - Supply parent/guardian with the necessary paperwork for an Asthma Action Plan & any other necessary documentation
 - If a student's Asthma Action Plan is not being followed or if the student's asthma interferes with their ability to attend school, additional meetings with school administrators may be warranted
- If parent/guardian requests more information about asthma, consider referring them to the [free ALA module](#).

Students Not Diagnosed With Asthma

- Determine whether the student has a primary care provider
- If the student does not have a regular healthcare provider, please provide a list of local primary care providers or relevant programs that can help students manage respiratory symptoms
- Send template [Healthcare Provider Notification Form](#)
- Supply parent/guardian with the necessary paperwork for an Asthma Action Plan & any other necessary documentation
- If the parent/guardian requests more information about asthma, consider referring them to the [free ALA module](#).



Use existing asthma action plans to compile a list of local pediatricians already caring for your students.

Using The Medication



Follow Up Care for Adults

Check your state law to understand which adults can receive stock medication at your school.

Adults Diagnosed With Asthma

- Determine whether the individual has a primary care provider or asthma/allergy specialist

If YES: Encourage individual to go to the care provider who manages their asthma.

If NO: Provide a list of local primary care providers or relevant programs (i.e. employee health services) that can help individual manage asthma.

- Send template [Healthcare Provider Notification Form](#)
- Ask individual if they have an up-to-date Asthma Action Plan and unexpired medication to be kept at school
- If individual is in need of an additional inhaler to be kept at school, recommend that they ask their Healthcare Provider for a prescription and an updated Asthma Action Plan that they can then share with school nurse or administrator
- If individual requests more information about asthma, consider referring them to this [free ALA module](#).

Adults Not Diagnosed With Asthma

- Determine whether the individual has a primary care provider
- If the individual does not have a regular healthcare provider, please provide a list of local primary care providers or relevant programs that can help the individual manage respiratory symptoms
- Send template [Healthcare Provider Notification Form](#)
- If an individual requests more information about asthma, consider referring them to the [free ALA module](#).



If you don't know of local providers in your area, AAAAI has a provider finder [HERE](#).

Getting Staff Educated



What should your training include?

Undesignated asthma medication may be administered by a school nurse or trained personnel to individuals experiencing respiratory distress. State laws and school board policies should contain specific recommendations and information about training, but these guidelines can be used and added to based on more specific requirements.

Trained personnel should complete an annual training course in recognizing and responding to respiratory distress.

In The Training

- How to recognize symptoms of respiratory distress and how to distinguish respiratory distress from anaphylaxis.
- How to respond to an emergency involving respiratory distress.
- Asthma medication dosage and administration.
- The importance of calling 911, or if 911 is not available, other local emergency medical services if respiratory symptoms persist or worsen.
- A test demonstrating competency of the knowledge required to recognize respiratory distress and administer asthma medication.

Training Resources

National Training



[LINK](#)

SA³MPRO™

There is training just for you through our program! You can find it on the link below.

[LINK](#)

State Specific Trainings



[LINK](#)



[LINK](#)



[LINK](#)

Getting Staff Educated



Sample Skills Checklist

This checklist can be used by a trainer or school nurse to ensure that school staff know how to use the stock medication your campus has.

Checklist

- Wash Hands
- Gather supplies and make sure the inhaler is clean, free from foreign objects, & within the expiration date
- Remove the cap from the inhaler & shake well, for 5 seconds.
- Connect the inhaler to the spacer.
- Instruct individual to hold their head in a neutral position or to tilt their head back slightly.
- Instruct individual to breathe all the way out.
- Instruct individual to put the mouthpiece of the spacer in their mouth, over their tongue, and close their lips around it.
- Press down on the inhaler or activate the device once.
- Instruct individual to breathe in slowly and deeply for 3-5 seconds, then to hold their breath for 10 seconds.
- Wait one minute and repeat

Getting Staff Educated



Sample Knowledge Test

This checklist can be used by a trainer or school nurse to ensure that school staff know how to use the stock medication your campus has.

Test!

List signs and symptoms of early respiratory distress:

Yes Yes
Yes Yes
Yes Yes

List signs and symptoms of late respiratory distress:

Yes Yes
Yes Yes
Yes Yes

List the steps of using an inhaler:

Yes Yes
Yes Yes
Yes Yes

What are some ways to avoid asthma triggers?

Yes

When would you call 911 and why?

Yes

How should an inhaler be stored and cared for?

Yes

Resource Library



Find the sample paperwork you need to get stock inhalers on your campus.

The following documents are provided as samples and should be provided to your legal and medical counsel before implementation on your campus.

Sample Standing Order & Prescription Form

A standing order for undesignated asthma medication is required by law. With a standing order in place, healthcare providers & trained personnel can administer undesignated asthma medication to any individual experiencing respiratory distress. Prescription forms may be required in addition to a standing order & provide clear instructions on the appropriate use of medication and help ensure that individuals receive the correct dose of medication at the appropriate times.

Source: [Arizona Asthma Coalition](#)

STANDING MEDICAL ORDER FOR THE EMERGENCY ADMINISTRATION OF SHORT-ACTING BRONCHODILATOR (E.G., ALBUTEROL INHALER) BY A TRAINED INDIVIDUAL FOR A STUDENT EXHIBITING RESPIRATORY DISTRESS PURSUANT TO PUBLIC ACT H.B. 2208

STANDING ORDER ISSUED TO:

Name of School District (If applicable)

Name of School

School Street Address

----- AZ _____
City State Zip Code

STANDING ORDER:

Any employee of a school district or charter school (or agent of that school district or charter school) who is trained in the administration of inhalers may administer or assist in the administration of a short-acting bronchodilator inhaler (e.g., albuterol inhaler) to a student whom the employee believes in good faith to be exhibiting symptoms of respiratory distress while at school or at a school-sponsored activity. The employee must have completed the mandatory online curriculum, “Stock Inhalers for Schools” training in accordance with H.B. 2208.

ASSESSMENT:

Signs of respiratory distress include any of the following symptoms, or combination thereof: struggling to breathe, coughing, wheezing, noisy breathing, decreased breath sounds, whistling in the chest, chest pain, chest tightness, shallow breathing, breathing hard or fast, shortness of breath, nasal flaring, difficulty speaking, blueness around the lips or fingernails, chest retractions, and/or use of accessory muscles.

IMPLEMENTATION AND STANDING MEDICAL ORDER:

The trained employee will assess the individual’s symptoms of respiratory distress and respond according to the attached “Stock Albuterol Inhaler Protocol and Action Plan”.

Sample Standing Order & Prescription Form

A standing order for undesignated asthma medication is required by law. With a standing order in place, healthcare providers & trained personnel can administer undesignated asthma medication to any individual experiencing respiratory distress. Prescription forms may be required in addition to a standing order & provide clear instructions on the appropriate use of medication and help ensure that individuals receive the correct dose of medication at the appropriate times.

Source: [Arizona Asthma Coalition](#)

QUALITY ASSURANCE:

The trained employee will complete the Albuterol Documentation Form detailing the name of the individual, description of the individual, information regarding albuterol use, and EMS information. The completed documentation form shall be signed by the trained employee and remain on file with the school for a minimum of 5 years.

EXPIRATION AND DISPOSAL OF UNUSED SHORT-ACTING BRONCHODILATOR INHALER(S):

A trained employee shall check the expiration date located on the stock inhaler(s) monthly and obtain a new prescription for a replacement short-acting bronchodilator inhaler(s) prior to the expiration date.

A trained employee shall dispose of any expired stock inhaler(s) in a manner consistent with current state medication policies for disposal.

Effective Date (Month/Day/Year)

Renewal Date (Month/Day/Year) / *One year from effective date*

Physician Signature

Physician Name (Please Print)

Physician Phone Number

Physician License Number

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Source: [University Illinois at Chicago](#)



PROFESSIONAL HEALTHCARE SERVICES AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF
ILLINOIS**

AND

[School District]

Memorandum of Understanding

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Source: [University Illinois at Chicago](#)

This Professional Healthcare Services Agreement (“Agreement”) is made and entered into by and between The Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois, on behalf of the University of Illinois College of Medicine, located at 840 South Wood Street, Chicago, Illinois 61612 (hereinafter referred to as “University”), and [School District] a(n) Illinois local governmental entity, whose office is located at 4 School Road, Elizabethtown, IL 62931 (hereinafter referred to as “CLIENT”). University and CLIENT shall be collectively referred to herein as “the Parties” and individually as “a Party”.

ARTICLE 1. RECITALS

WHEREAS, among other things, University operates and maintains a Department of Pediatrics , for the purposes of, among other things, advancing the University's mission of public service by providing physician consultation and prescription services for children with asthma who reside in rural and underserved areas within the State of Illinois ;

WHEREAS, CLIENT requires the asthma consultation and prescription services; and

WHEREAS, CLIENT desires that University provide the services on an agreed upon frequency, under the terms and conditions as described and set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the Parties hereto as follows:

ARTICLE 2. RESPONSIBILITIES AND SCOPE OF SERVICES

2.1 University Responsibilities.

University shall provide a physician who will authorize a standing order for stock inhalers and related supplies for CLIENT. The stock inhalers and related supplies will be for use to any student or staff member who is in respiratory distress and on CLIENT's school grounds pursuant Public Act 100-0726.

2.2 CLIENT Responsibilities.

CLIENT must maintain and certify that at least two (or more if the ratio of students is greater than 1 trained staff per 225 students) staff members who are certified and trained to provide stock inhalers to those in respiratory distress. The Illinois State Board of Education offers free online webinars that provide certificates upon successful completion. It is CLIENT's responsibility to obtain the medication, supplies, and store/clean the medication. The CLIENT will ensure that the parental consent, protocols and assessment forms will be performed per compliance with state rules and regulations. Examples of protocols are provided by the provider of the stock inhalers and related supplies. The CLIENT will also ensure that all requirements are met as to notification of caregivers and providers and ensuring follow-up care of those individuals who require the use of the stock inhalers.

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Source: [University Illinois at Chicago](#)

ARTICLE 3. DURATION OF AGREEMENT

- 3.1. Initial Term:** The term of this Agreement shall begin on the date on which it is last signed and shall continue for one year, unless terminated earlier as provided for herein.
- 3.2. Renewal Options:** This Agreement may be renewed by mutual written agreement for up to an additional three (3) twelve-month period(s) under the same terms and conditions, unless terminated as provided herein.

ARTICLE 4. TERMINATION OF AGREEMENT

- 4.1. Termination for Convenience:** Either Party may terminate this Agreement without cause upon ninety (90) days prior written notice of such termination to the other party. In the event of termination for convenience, University shall be paid for services performed under this Agreement up to the effective date of termination.
- 4.2 Termination for Cause:** Should either Party default in the performance of any material duties or obligations stated in this Agreement and such default or breach is not cured within ninety (90) days after receipt of written notice of such default or breach from the other Party, the non-defaulting Party may terminate this Agreement by giving ninety (90) days written notice of termination for failure to cure to the defaulting Party. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

University reserves the right to suspend providing its services upon no less than five (5) days advanced written notice and terminate the Agreement for non-payment.

Either Party may terminate this Agreement immediately upon the other Party's:

- 4.1.1 Failure to maintain any of the qualifications or obligations described in Article 3, above;
- 4.1.2 Failure to obtain or inability to maintain the insurance coverage required by Article 12;
- 4.1.3 Unexcused failure or refusal to provide the services contemplated by this Agreement;
- 4.1.4 Adverse action by any licensing board relating to Physician; or
- 4.1.5 Failure to comply with any of the requirements of HIPAA.

In the event of termination for cause, University shall be paid for work performed up to the date of cancellation.

- 4.3 Effects of Termination:** Upon termination of this Agreement, neither Party shall have any further obligation to the other except for obligations accruing prior to the date of termination, and obligations, promises, or covenants contained which are expressly made to extend beyond the term of this Agreement.

ARTICLE 5. COMPENSATION

Intentionally omitted; not applicable.

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ARTICLE 6. ADMINISTRATION AND NOTIFICATION

The individuals named below shall be the Parties’ authorized representatives in all matters pertaining to procedures or the administration of the terms and conditions of this Agreement. All matters of interpretation and/or approval shall be directed to the Party’s representative who will be the primary point of contact and coordinate any necessary response.

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A Party may change its representative at any time upon written notification to the other Party. A notice shall be deemed to have been given when received at the specified notification address. Include the Agreement number in any notifications.

University Representative:

CLIENT Representative

ARTICLE 7. INDEPENDENT CONTRACTOR

CLIENT and University are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

University agrees to use its reasonable best efforts to inform patients of its independent, non-employed status with CLIENT. In furtherance of such, University’s healthcare providers shall not refer to themselves as employees of CLIENT.

ARTICLE 8. REFERRALS

Neither Party nor any of their respective employees or agents shall be required to refer any patient to the other Party or to any affiliate of the other Party; and this Agreement shall not be construed to require any such referrals.

ARTICLE 9. NON-EXCLUSIVITY

CLIENT shall have the right at any time to enter into other agreements with other healthcare providers, and University shall have the right to provide services to other individuals and businesses during the term of this Agreement.

ARTICLE 10. DISCREPANCIES AND OMISSIONS

If there are any discrepancies and/or omissions regarding the scope of services to be provided, the University shall obtain written clarification from CLIENT before proceeding with the work affected by such discrepancies and/or omissions.

ARTICLE 11. LIMITATION OF LIABILITY

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF THE MERCHANTABILITY, USE OR

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Source: [University Illinois at Chicago](#)

FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES, GOODS, OR FACILITIES PROVIDED TO CLIENT UNDER THIS AGREEMENT. In no event shall University be liable to CLIENT for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this contract, even if it has been advised of the possibility of such damages. University’s liability for direct damages for services shall in no event exceed the amount actually paid by CLIENT for the portion of the services involved.

It is understood and agreed that neither Party to this Agreement shall be liable for any negligent or wrongful acts either of commission or omission chargeable to the other arising out of or as a consequence of the performance of this Agreement unless such liability is imposed by law and that this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE 12. INSURANCE

12.1 University Insurance: By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan (“Program and Plan”) was established, most recently amended on November 12, 2020, effective on January 1, 2021, under which University’s Physicians are covered. The Program and Plan documents are available on request. Coverage does not apply to liability for any management, administrative or medical director activities, or activities of this nature. Coverage is not to be construed to insure the liability of others. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, University agrees to publish a thirty (30) day public notice in the event Program or Plan is canceled in whole or in part. Maximum limits available per Physician are in the amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate.

12.2 CLIENT Insurance: CLIENT agrees to at all times throughout the term to maintain comprehensive general liability and professional liability insurance in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants. During the term of the Agreement, CLIENT shall either (I) maintain at its sole cost and expense, comprehensive general public liability; property damage liability insurance; and professional liability insurance in amounts adequate to cover the associated risks, (II) maintain an equivalent program of funded self-insurance, or (III) use its captive insurance company to meet the terms and conditions of this paragraph. Within thirty (30) days of the execution of this Agreement a copy of this coverage (“certificate of insurance”) shall be provided to University’s Office of Risk Management. Certificates should be mailed to University Office of Risk Management, 247 Henry Administration Bldg., 506 S. Wright Street, Urbana, IL 61801.

12.3 Joint Defense: The Parties hereto acknowledge the importance of cooperation in the defense of litigation arising in connection with this Agreement. University and CLIENT hereby agree that to the extent possible, they shall consult and cooperate with each other in the defense of any claim arising in connection with the services provided pursuant to this Agreement, and they shall fully disclose the terms of any proposed settlement, prior to entering into any settlement agreement. The Parties contemplate occasions in which University or CLIENT may be caused to pay a settlement judgment, costs expenses or attorneys’ fees, which arise out of the negligent act or omission of the

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Source: [University Illinois at Chicago](#)

other Party. Subject to the approval of their respective insurance carriers, if necessary, an apportionment of any such settlement, judgment, costs, expenses or attorneys’ fees shall be made by agreement between University and CLIENT.

ARTICLE 13. FORCE MAJEURE

Neither Party shall be liable for damages due to any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to failure by subcontractors or suppliers to furnish equipment, software, parts or labor; war, acts of terrorism, sabotage, insurrections, riots, civil disobedience and the like; acts of governments and agencies thereof; labor disputes; accidents; fires, floods or acts of God; government restrictions; strikes or work stoppages; and acts or failures to act of third Parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending. In such event, the delayed Party shall perform its obligations hereunder within a reasonable time after the cause of the failure has been remedied, and the other Party shall be obligated to accept such delayed performance.

ARTICLE 14. USE OF NAME

CLIENT agrees not to use the name of University in advertising or for any other commercial purpose without the prior written approval of the following University official: UI Health Senior Director, Marketing & Communications. Such approval shall not be unreasonably withheld.

ARTICLE 15. CONFIDENTIALITY

Any information furnished by either Party to the other shall be treated as confidential. Neither Party shall disclose such information unless specifically authorized by the other or required to do so by law. CLIENT is hereby advised that any part of this Agreement or any materials provided by CLIENT and marked as confidential, proprietary or trade secret can be protected only to the extent permitted by Illinois statute.

ARTICLE 16. MEDICARE ACCESS TO BOOKS AND RECORDS

Both Parties agree to make available, upon written request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and any books, documents and records necessary to verify the costs of services rendered under this Agreement. Both Parties further agree to make said Agreement, books, documents and records available until the expiration of four (4) years after the services are furnished under this Agreement.

ARTICLE 17. CERTIFICATIONS

By signing this agreement, Parties attest to the following certifications. Willfully falsifying certifications or affirmations may subject Parties to criminal penalties including fines and/or imprisonment.

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Source: [University Illinois at Chicago](#)

- **Anti-bribery:** Parties certify they are not barred from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
- **Non-Discrimination and Equal Employment Opportunity:** Parties certify that they are in compliance with applicable provisions of the U. S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by U. S. Department of Labor regulations (41 C.F.R. Chapter 60).
- **Exclusions Party List.** Both Parties certify that neither it nor any of its directors, officers, employees, agents or subcontractors who may provide services pursuant to this Agreement (collectively “Agents”) is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Each Party shall provide the other Party immediate written notice if a Party learns that this certification was erroneous when made or if the Party or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency. Both Parties further certify that neither it nor any of its Agents are presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor are currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer See the following websites: <http://exclusions.oig.hhs.gov/> and <http://www.illinois.gov/hfs/oig/Pages/SanctionsList.aspx>
- Either Party may terminate this Agreement immediately without any penalty if either of these certifications was erroneous when made and/or becomes no longer valid during the term of this Agreement.
- **Abused and Neglected Child Reporting Act:** Parties certifies that they are familiar with the Abused and Neglected Child Reporting Act (ANCRA) (325 ILCS 5/1 et. seq.) and shall comply with all applicable provisions.

Parties shall inform one another immediately if they would no longer be able to comply with these certifications at any time during the term of the Agreement.

ARTICLE 18. SEVERABILITY

If any term of provision of this Agreement is rendered invalid or unenforceable by an Act of Congress or the Illinois Legislature, or by any regulation duly promulgated by officers of the United States or the State of Illinois acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect except as otherwise provided herein.

ARTICLE 19. NON-SOLICITATION

CLIENT agrees that it shall not, during the term of this Agreement and for two (2) years after

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Source: [University Illinois at Chicago](#)

termination of Agreement, actively solicit and/or offer employment to University’s employees, contractors, or agents who are providing services under this agreement.

ARTICLE 20. COMPLIANCE WITH CLIENT’S POLICIES

All services provided under this Agreement shall be provided in accordance with the methods and practices applicable to the provision of professional services and such other standards as required by CLIENT’s policies and procedures.

CLIENT reserves the right to request the removal of a University physician whenever it deems such actions to be in the patients’ best interests. University retains the right to assign another University physician subject to CLIENT’s approval, which will not be unreasonably denied.

ARTICLE 21. PATIENT RECORDS

21.1. Patient Log: CLIENT shall maintain a log of all patients receiving services under this Agreement at CLIENT’s facility. Such log shall be available for University’s inspection upon reasonable notice during normal working hours.

21.2 Patient Medical Records: The Parties hereby agree that ownership of all patient medical records shall remain with CLIENT who shall make said records available to the University as needed.

ARTICLE 22. HIPAA COMPLIANCE

Each Party will comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations promulgated thereunder, to the extent applicable to each Party.

ARTICLE 23. HEADINGS

The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE 24. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by either Party without the prior written approval of the other Party.

ARTICLE 25. AMENDMENTS

This Agreement shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing and duly executed by University and CLIENT.

ARTICLE 26. COMPLIANCE WITH LAWS

CLIENT and University acknowledge that each has certain obligations in connection with applicable laws, regulation and accreditation standards. Both Parties acknowledge that, from time to time, either Party may adopt policies, procedures and/or documentation requirements in

Memorandum of Understanding

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Source: [University Illinois at Chicago](#)

connection with the implementation of such laws, regulations and accreditation standards. Each Party agrees to cooperate with the other in this compliance.

ARTICLE 27. GOVERNING LAW

This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.

ARTICLE 28. WAIVER

The failure of either Party at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

ARTICLE 29. ENTIRE AGREEMENT

This Agreement, attachments, amendments/addenda and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.

SIGNATURE PAGE FOLLOWS

Memorandum of Understanding

“MOU” stands for Memorandum of Understanding. This is an agreement between two parties, such as a prescriber and a school district, detailing expectations of the relationship, such as services performed and standards to which groups will adhere. It is nonbinding, meaning that either party can back out of the agreement, but does describe what services will be provided.

Source: [University Illinois at Chicago](#)

APPROVAL AND EFFECTIVE DATE

This Agreement shall not be binding until signed by all Parties. The persons signing this Agreement represent that all articles including certifications are true and correct and that they have authority to bind their respective Parties.

**THE BOARD OF TRUSTEES OF THE [School District]
UNIVERSITY OF ILLINOIS**

By: _____
Paul N. Ellinger, Comptroller

By: _____

Date: _____

Name: _____

Title: _____

Date: _____

Sample Letter To Pharmacy

Stock inhalers are becoming very common but not all local pharmacies and pharmacists are familiar with filling prescriptions for schools. This letter informs them of your state law and that you are allowed to get the devices. It also notes that you are working with a local medical provider and have trained staff that will know how to use the device.

Source: [Illinois Pharmacists Association](#)



Illinois Pharmacists Association
204 West Cook Street
Springfield, Illinois 62704-2526
Ph: 217-522-7300 * Fax: 217-522-7349
E-Mail: ipha@ipha.org * www.ipha.org

8 December 2022

Erica Salem, MPH
Senior Director, Strategy, Programs and Policy
Respiratory Health Association
1440 W Washington Blvd
Chicago IL 60607

Re: Public Act 100-0726 | Access to Asthma Medication – Schools and School Districts

Dear Ms. Salem:

The Illinois Pharmacists Association (IPhA) is proud to offer this letter of support to your organization, schools, school districts, charter schools, nonpublic schools, and other stakeholders throughout Illinois to facilitate understanding of recent enacted legislation to obtain undesignated asthma medications and other allow medications. This summary of the legislation and IPhA's interpretation of the PA 100-0726 and related Acts should provide education and decrease confusion on the obtaining needed medications with a prescription.

Public Act 100-0726 was signed on August 8, 2018 and went into effect on January 1, 2019. This legislation amends The School Code ([105 ILCS 5/22-30](#)) by adding language for the administration of asthma medication.

"Asthma Medication" means quick-relief asthma medication, including albuterol or other short-acting bronchodilators, that is approved by the United States Food and Drug Administration for the treatment of respiratory distress. "Asthma medication" includes medication delivered through a device, including a metered dose inhaler with a reusable or disposable spacer or a nebulizer with a mouthpiece or mask.

"Undesignated asthma medication" means asthma medication prescribed in the name of a school district, public school, charter school, or nonpublic school.

In [Section f](#)) it states:

The school district, public school, charter school, or nonpublic school may maintain a supply of asthma medication in any secure location that is accessible before, during, or after school where a person is most at risk, including, but not limited to, a classroom or the nurse's office. **A physician, a physician assistant** who has prescriptive authority under Section 7.5 of the Physician Assistant Practice Act of 1987, **or an advanced practice registered nurse** who has prescriptive authority under Section 65-40 of the Nurse Practice Act **may prescribe undesignated asthma medication in the name of the school district, public school, charter school, or nonpublic school** to be maintained for use when necessary. Any supply of undesignated asthma medication must be maintained in accordance with the manufacturer's instructions.

The Act provides the ability for school districts, public schools, charter schools, or nonpublic schools to present a prescription to a pharmacist for asthma medication to be processed in the same manner as any other prescription and dispensed in accordance with the Pharmacy Practice Act. School districts, public schools, charter schools, or nonpublic schools have the same right to present these prescriptions to a pharmacist as if it were presented by an individual patient. Pharmacists should also provide counseling and education in accordance with Pharmacy Practice Act for the medication.

Reminder that this section also enables school districts, public schools, charter schools, or nonpublic schools to obtain undesignated epinephrine auto-injectors and opioid antagonists (also allowed under [225 ILCS 85/19.1](#)).

Any questions please contact the Illinois Pharmacists Association at 217-522-7300 or greynolds@ipha.org. Thank you for the opportunity to provide this letter to educate and provide increased access to medications and patient care.

Sincerely,

Garth K. Reynolds, BSPHarm, RPh, MBA, FAPhA
Executive Director

The Illinois Pharmacists Association is dedicated to enhancing the professional competency of pharmacists, advancing the standards of pharmacy practice, improving pharmacists' effectiveness in assuring rational drug use in society, and leading in the resolution of public policy issues affecting pharmacists.

Sample Parent Notification Letter

In order to comply with the requirements of state law and school codes in select states, school districts must notify parents before beginning an undesignated medication program. Things to include:

- Reference to law.
- Name of medication.
- State any liability.
- Method for parental consent.
- State it's not a medication replacement.
- State its unguaranteed availability.

Dear Parents/Guardians,

Individual state laws allow school nurses and trained personnel to obtain and stock undesignated asthma medications to use when someone at school has trouble breathing. This medication will be maintained by the school and ready in case of emergency. If students or staff members have difficulty breathing because of asthma, the medicine will be ready for the nurse or trained personnel, who may give the medication so that the individual can breathe more easily.

The goal of this policy is to make sure that anyone who has trouble breathing at school has access to a reliever medication in case they need it. This is an important tool, because children often exercise at school and may have their first asthma symptoms there. Other children with known asthma, may have a sudden asthma attack due to an unexpected reason. This policy means that even if that child's personal inhaler isn't with them at school, they will have access to one in case of emergency.

Undesignated asthma medications are usually inhalers that are known to help ease asthma symptoms/breathing problems. The specific inhaler at your child's school may depend on availability and/or guidelines based on latest recommendations regarding which inhaler is the best to treat difficulty breathing. Often, this medication is called albuterol, but can also be a different medication combination such as: formoterol/mometasone or budesonide/formoterol.

It is recommended that school districts have stock asthma inhalers available and state law allows and promotes this ability. State law also includes that anyone who will give asthma medication must be trained each year. It is further detailed in the law that school districts, employees, and prescribers are to incur no liability, except for gross negligence, as a result of injury arising from giving undesignated medications to people experiencing trouble breathing.

If a parent/guardian would like to request that their child not receive undesignated asthma medication, they may submit a request in writing to their respective district. Parents may give electronic or written permission for their students to receive undesignated medications in appropriate emergency situations when registering each school year. Students will be provided emergency assistance and first aid regardless of their ability to receive undesignated medications.

School implementation of a policy for undesignated asthma medication does not ensure the availability of undesignated medication. Undesignated medications are not to be used as a replacement for students bringing their own medication to school as directed by physicians and parents/guardians. If your child has a diagnosis of asthma and is prescribed asthma medication, parents/guardians are responsible for supplying medication and completing necessary paperwork and action plans for the school. Please contact your school administrator with questions or concerns.

Warmly,

Principal

Sample District Policy

School districts are responsible for following state laws, school codes, & local school board policies. Many districts adopt model policies from larger school organizations or adopt components required by their state laws & school codes, including the policies that govern undesignated medications. Components that should be included are:

- Reference to law.
- Required training.
- Who gets notified.
- Liability information.
- Name of medication.
- Reporting.
- When to administer.
- Who can administer.

Source: [State of Illinois, Cook County, Northbrook District 28](#)

School District Supply of Undesignated Asthma Medication:

The Superintendent or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated asthma medication in the name of the District and provide or administer the medication as necessary according to State law. Undesignated asthma medication means an asthma medication prescribed in the name of the District or one of its schools. A school nurse or trained personnel, as defined in State law, may administer an undesignated asthma medication to a person when they, in good faith, believe a person is having respiratory distress. Respiratory distress may be characterized as mild-to-moderate or severe. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law.

Void Policy:

The District Supply of Undesignated Asthma Medication section of the policy is void whenever the Superintendent or designee is, for whatever reason, unable to: (1) obtain for the District a prescription for undesignated asthma medication from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill the District's prescription for undesignated school asthma medication.

Administration of Undesignated Medication:

Upon any administration of an undesignated medication permitted by State law, the Superintendent or designee(s) must ensure all notifications required by State law and administrative procedures occur.

Undesignated Medication Disclaimers:

Upon implementation of this policy, the protections from liability and hold-harmless provisions applicable under State law apply. No one, including without limitation parents/guardians of students, should rely on the District for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

Protocols should give specific information about how undesignated medication(s) will be stored and given in the event that the conditions required by the standing order are satisfied. Protocols should specify who will maintain records of trained personnel and how many staff members in each building should be trained.

Source: [University Illinois at Chicago](#)

Undesignated Asthma Medication Administration Procedures and Guidelines (Name of School District)

a. Obtaining Undesignated Asthma Medication

In order to obtain undesignated asthma medication in the school setting, the school nurse must attain:

- 1) Physician oversight
- 2) Prescription order for asthma medication and spacer

b. Storage of Undesignated Asthma Medication

Undesignated asthma medication, along with disposable spacers, will be kept in a secure (unlocked) location in the health office at each school. This location will be clearly labeled and readily accessible to trained personnel during school hours. Each school will have one undesignated inhaler and five disposable spacers (minimum).

Asthma Medication Storage:

Undesignated asthma medication should be stored according to the manufacturer's recommendations. Albuterol is stored at room temperature, away from excessive heat and moisture (NIH, 2019). The school nurse at each school will be responsible for the storage, maintenance, and ordering of undesignated asthma medication and spacers. Maintenance includes monitoring the expiration date of asthma medication and the number of doses left in the cartridge.

c. Cleaning of Equipment

If the asthma medication metered dose inhaler will be used for multiple individuals, clean the device after use following the manufacturer's recommendations for cleaning. Thoroughly clean with an approved cleaner (i.e. soap and water) following the manufacturer's recommendations. Allow the inhaler to completely dry before reuse or restocking.

Spacer/chamber should not be used between multiple individuals (The Virginia Department of Education, n.d.).

d. Administration of Undesignated Asthma Medication

In accordance with Public Act _____, undesignated asthma medication may be administered by a school nurse or trained personnel to any individual experiencing respiratory distress.

Trained personnel must complete an annual training course in recognizing and responding to respiratory distress. Public Act _____ requires training to include:

- 1) How to recognize symptoms of respiratory distress and how to distinguish respiratory distress from anaphylaxis

Sample Protocol for Administration

Protocols should give specific information about how undesignated medication(s) will be stored and given in the event that the conditions required by the standing order are satisfied. Protocols should specify who will maintain records of trained personnel and how many staff members in each building should be trained.

Source: [University Illinois at Chicago](#)

- 2) How to respond to an emergency involving respiratory distress
- 3) Asthma medication dosage and administration
- 4) The importance of calling 911, or if 911 is not available, other local emergency medical services
- 5) A test demonstrating competency of the knowledge required to recognize respiratory distress and administer asthma medication (Illinois General Assembly, 2019).

Each school will have at least two employees who shall be trained in the recognition and management of respiratory distress. Potential staff members may include: head of KidCare, coach after school hours, administrators, and/or health aides.

The school nurse will prepare and present information about respiratory distress as well as how to administer undesignated asthma medication annually, prior to the start of the school year. The school nurse will also create a training checklist for return demonstration of the administration of asthma medication and knowledge in recognizing signs and symptoms of respiratory distress (see attached). Staff will be required to complete Global Compliance Network training about the management of asthma in the school setting every two years.

How to Administer Undesignated Asthma Medication With Spacer:

- 1) Wash hands
- 2) Gather supplies and make sure the inhaler is clean, free from foreign objects, and within the expiration date
- 3) Remove the cap from the inhaler and shake well, for 5 seconds.
 - *Prime the inhaler if:
 - a) it has not been used before
 - b) it has not been used for more than 7 days*
 - c) it has been dropped
 - *Refer to manufacturer guidelines for specific information about priming. Priming ensures that the correct dose of medication is given after the inhaler is activated
- 4) Connect the inhaler to the spacer.
- 5) Instruct individual to hold their head in a neutral position or to tilt their head back slightly.
- 6) Instruct individual to breathe all the way out.

Sample Protocol for Administration

Protocols should give specific information about how undesignated medication(s) will be stored and given in the event that the conditions required by the standing order are satisfied. Protocols should specify who will maintain records of trained personnel and how many staff members in each building should be trained.

Source: [University Illinois at Chicago](#)

7) Instruct individual to put the mouthpiece of the spacer in their mouth, over their tongue, and close their lips around it.

8) Press down on the inhaler or activate the device once

9) Instruct individual to breathe in slowly and deeply for 3-5 seconds, then to hold their breath for 10 seconds.

10) Wait one minute and repeat (American Lung Association, 2022).

e. Compliance for Record Maintenance

The building administrator and corresponding school nurse will maintain the names of trained personnel who have completed the training curriculum.

Anytime undesignated asthma medication is administered in the school setting, the school nurse or administrator must complete an Undesignated Asthma Medication Report Form. Reporting requirements differ by state. Please refer to your state's law & your State Board of Education to determine where to submit reports of undesignated medication use. Often, there is a requirement to report the use of undesignated medication(s) within a certain period of time (i.e. 72 hrs).

Undesignated Medication Reporting Form

Location & Individual Information

- School Information
 - Name:
 - Address:
 - Principal:
 - Office Number:
- Who received the medication?
 - Name:
 - Age:
 - Known history of asthma? Yes No
- Who administered the medication?
 - Name:
 - Role: Nurse Trained Staff Other Personnel
 - Email:
 - Contact Number:
- When was the medication used?
 - Date:
 - Time:
- Parent/Guardian Notification
 - Name:
 - Time Contacted:
 - How were they contacted: Phone Email Text Other:

Incident Information

- What was the situation? Include the location and type of activity happening.
 - Ex. Student was participating in P.E. on the football field
- Signs & Symptoms of Respiratory Distress: (Circle all that applied)
 - Wheezing
 - Shortness of breath
 - Difficulty Breathing
 - Other:
 - Coughing
 - Chest Tightness
 - Change In Skin
- What medication was given?
 - Name of medication:
 - Dose:
 - Repeated?: Yes No
 - If repeated, please detail:
- Were there any noted (intended or adverse) reactions after the medication was given?
 - Reaction noted:
 - Severity of reaction:
 - Response to reaction:

Follow Up Information

- Where did the individual go after receiving the medication?
 - Stayed at school
 - To hospital via emergency services
 - Left with guardian
- Healthcare provider notified? Yes No
- Additional notes/comments:

Form Filled Out By: _____ Date & Time Filled Out: _____

Sample Letter to Parent/Guardian After Medication Usage

The school nurse or other medical leader on campus should fill this out after a student has a respiratory distress event needing stock medication usage. This provides parents/guardians with information about follow-up care and information for medical providers that the parents/guardians can share.

Dear Parent or Guardian,

On _____, your student _____, required the use of undesignated medication due to an episode of difficulty breathing that occurred at school or a school sponsored activity. Undesignated medication is medication that is prescribed to the school to use in cases of emergency. The name of the medication that was given is _____.

Please take your student for further evaluation by a Healthcare provider, and follow the clinical recommendations of the Healthcare provider. If your student currently has or is given a diagnosis of asthma, please inform your school nurse and/or school administrator(s).

If your student requires medication at school, please ask the healthcare provider to complete an asthma action plan and any other paperwork that your school requires for students to be given medication at school. Please also provide an inhaler to be kept at school in case your student has trouble breathing. We cannot guarantee that the school will have what your student needs unless you provide the medication their healthcare provider recommends/prescribes.

With Thanks,

School Administrator

School Nurse

Sample Letter to Medical Provider After Medication Usage

The school nurse or other medical leader on campus should fill this out after anyone (student or adult) has a respiratory distress event needing stock medication usage. This form should be shared with the medical provider that provides follow-up care for the individual.

Dear Medical Provider,

On _____, the following patient, _____, required the use of undesignated medication due to an episode of respiratory distress that occurred at school or a school sponsored activity. Undesignated medication is medication that is prescribed to the school to use in cases of emergency. The name of the medication that was given is _____.

If this patient has a diagnosis of asthma, please complete an asthma action plan and any other paperwork that the school requires for this patient to be given medication at school. Please also prescribe appropriate medication for this patient to keep at school and advise their family or guardian on how to obtain this medication. We cannot guarantee that the school will have what your patient needs unless you prescribe and the family/guardian obtain(s) the recommended medication.

With Thanks,

School Administrator

School Nurse

Roadmap to Inhalers



What are your next steps in getting stock inhalers?

No matter where you are in the process of getting stock inhalers, this toolkit holds your next step. Find where you are now and learn where you need to go next!

Haven't started at all?

Get to know your state's laws and requirements!

Find Your Law Understand Your Law

Have a prescription but need to educate your staff?

Find out what's important to know and where you can find training options!

Training Recommendations & Resources

Are you ready to implement the program? Let the parents & guardians know!

Your school community needs to know about this new program!

Parent Letter

Know your law but need help getting the medication?

There are lots of supplies you need along with paperwork!

Supplies You Need & How To Get Them

Standing Order & Prescription

Have the medication on the way but need to create a policy?

Schools need to have their processes in place before the medication can be used so get started on yours!

District Policy

School Protocol



Though this toolkit is for anyone on a school campus, school nurses play a big part in having a successful stock i program. Don't forget that NASN has amazing resources for all of the nursing topics covered through this toolkit [HERE](#).

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