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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

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June 9, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a memorandum of understanding with participating hospitals and a fire department (known as "cache sites") in New Hampshire to store federally-owned containers of nerve agent exposure antidotes to allow for a rapid response in case of a chemical incident, at no cost, effective July 1, 2025, upon signature of both parties and upon Governor and Council approval through December 31, 2028.

The Department is not providing any funding to the cache sites, which participate through the Department's agreement with the U.S. Department of Health and Human Services. This action is being submitted to comply with the requirements of the DAS Manual of Procedures, MOP 150 V, Governor and Executive Council Approval Thresholds, due to the enforceable legal obligation.

EXPLANATION

The purpose of this request is to effectively respond to a public health nerve agent or organophosphate poisoning event, by providing participating cache sites across New Hampshire with CHEMPACK Containers. CHEMPACKs are containers of nerve agent antidotes placed in secure locations to allow rapid response to a chemical incident. These medications treat the symptoms of nerve agent exposure and can be used even when the actual agent is unknown.

The program was implemented in New Hampshire in 2006 and, as part of the initial planning process, the Department, in conjunction with the United States Department of Health and Human Services, Administration for Strategic Preparedness and Response (ASPR), identified strategically located cache sites around the state to store CHEMPACK containers. This allows the majority of the population to be within a reasonable distance of the assets. ASPR retains ownership of the CHEMPACK assets, but places responsibility for the compliance with the Department. Therefore, the Department is responsible for maintaining an operational plan for the storage, monitoring, deployment, use, and administration of CHEMPACK assets. The Department authorizes the participating cache sites, after following the proper activation procedure, to break the CHEMPACK Container seal and use or deploy the packaged products upon their determination or suspicion that a nerve agent or organophosphate release has threatened the medical security of the community, has put multiple lives at a risk, is beyond local emergency response capabilities, and is medically necessary to save lives. If the container is used, it may be replenished or replaced on a case-by-case basis, as determined by ASPR.

The Department ensures the participating cache sites' compliance with federal requirements through regular quality assurance reporting, site visits, contact information

verification, and ongoing information sharing. The Department offers assistance with cache site plan preparation, exercise planning and conduct, and training opportunities.

ASPR provides the Department with program updates and ensures that assets are properly sustained and effectively treat symptoms, for instance by replacing expiring product with new and modifying contents as appropriate. The Department provides ASPR with regular State-level and cache site contact information and plan updates.

Due to the requirements of this federal program, the physical location of the CHEMPACKS must remain confidential, therefore the Department is prohibited from disclosing the names of the participating cache sites to the public. The Department is requesting authority to enter into agreements with facilities that choose to engage in this joint effort, in accordance with the attached Memorandum of Understanding that has been reviewed and approved by the Attorney General's Office.

Should the Governor and Council not authorize this request, the State will be at risk for not having proper deployment of CHEMPACK Containers, therefore leading to significantly delayed treatment for people exposed to nerve agents or organophosphates, which would increase the likelihood of higher mortality rates.

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
Commissioner

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND HUMAN SERVICES,
AND
HOSPITAL/FACILITY NAME**

This Memorandum of Understanding (the "Agreement") is entered into by and between the State of New Hampshire, Department of Health and Human Services ("NH DHHS") and Hospital/Facility Name ("Facility").

I. Purpose

To effectively respond to a nerve agent, organophosphate, or other public health event that threatens the health and safety of the public, the Secretary of the United States Department of Health and Human Services (HHS), Administration for Strategic Preparedness and Response (ASPR) has agreed to pre-position CHEMPACK Containers in the State of New Hampshire. Federal ASPR staff supporting this project will hereinafter be referred to as "Federal CHEMPACK Program Staff."

NH DHHS has agreed to enter into and maintain agreements with facilities approved by ASPR to store CHEMPACK Containers (hereinafter referred to as "cache sites") around the state to strategically pre-position them.

This Agreement establishes the terms, conditions, and responsibilities between the parties for deployment, management, and maintenance of these federally-owned assets. This Agreement supersedes any previous agreements concerning CHEMPACK Assets.

II. Definitions

For purposes of this Agreement, these terms shall be defined as follows:

Cache Site – A facility that is approved by ASPR to store CHEMPACK Containers. By entering into this Agreement, Facility agrees to be a Cache Site.

CHEMPACK – The sustainable repository of antidotes and supporting equipment to care for individuals exposed to nerve agents or organophosphates, including but not limited to bulk symptomatic treatment supplies and self-monitoring storage containers. Contents can also be used for other public health emergency situations during which supplies are limited or unavailable. CHEMPACK is a component of the Strategic National Stockpile (SNS) Program. There are two types of CHEMPACK containers: 1) The Emergency Medical Service (EMS) container is designed for use by emergency responders (material packaged primarily in auto-injectors); and 2) The hospital container is designed for hospital dispensing (material primarily packaged in multi-dose vials for precision dosing and long-term care). See *Attachment I – CHEMPACK Container Contents*.

CHEMPACK Assets – Items listed in *Attachment I – CHEMPACK Container Contents* or their approved pharmaceutical alternatives and/or therapeutic equivalents, which are stored in CHEMPACK containers. *Attachment I* product contents are subject to change and NH DHHS shall provide an update to *Attachment I* to Facility.

CHEMPACK Containers - Drug Enforcement Agency (DEA)-approved, self-monitoring SATCO® units containing CHEMPACK Assets, padlock, CHEMPACK-serial-numbered container seal, and a temperature and security monitoring device.

Drop Ship – Shipping of CHEMPACK products directly to a CHEMPACK cache site and return shipment via mail using a contracted transportation carrier. This involves Facility personnel and/or NH DHHS representative(s) coordinating the delivery, receipt, replacement, return shipment of product(s), and completion of all required documentation.

Extended Not Relabeled (ENR) – Product that has been tested through the Shelf Life Extension Program and extended by the US Food and Drug Administration (FDA) for use beyond the manufacturer's original expiration date, however, product labeling will not reflect the new extension date.

Shelf Life Extension Program (SLEP) – The FDA's program designed to maintain the readiness and effectiveness of pharmaceuticals over extended periods of time. The SLEP defers costs by extending the expiration date of stored pharmaceuticals rather than replacing stocks that have reached a set expiration date. Through centrally-located, automated monitoring devices, the Federal CHEMPACK Program staff is able to ensure that conditions of CHEMPACK Assets comply with SLEP guidelines, thus enabling CHEMPACK to provide the State a long-term capability.

III. NH DHHS Responsibilities

NH DHHS shall:

1. Authorize, after consultation with or at the request of Northern New England Poison Center (NNEPC), cache site staff to break the CHEMPACK container seal and use or deploy the packaged products. Use of the CHEMPACK materials is advised when a nerve agent, organophosphate, or other public health event threatens the medical security of the community, puts multiple lives at risk, exceeds local emergency response capabilities, and when the material is deemed medically necessary to save lives.
2. Designate a primary, secondary, and tertiary NH DHHS point of contact (POC) for CHEMPACK and provide the following information for normal business hours and after hours for each: office phone, cell phone, email, and fax.
3. Maintain a CHEMPACK Operational Plan for the storage, monitoring, deployment, use, and administration of CHEMPACK Assets as an appendix to the SNS Annex of the State Emergency Operations Plan. The plan shall address: asset placement, distribution, coverage areas, and security.
 - a. NH DHHS shall notify Federal CHEMPACK Program Staff of any changes in the plan or personnel contact information within one business day of the change, and will provide an updated plan upon proper state approval.
4. Ensure that all Schedule IV controlled substances are secured in a locked DEA-approved CHEMPACK container and that a State designated pharmacy or medical professional with a DEA registration for that location has inventoried and assumed custody of the material.
5. Ensure that Facility possesses a valid, separate DEA registration.
6. Maintain and provide to Federal CHEMPACK Program Staff DEA registrant's contact information (name, license number, primary and alternate phone number).
7. Ensure proper disposal of CHEMPACK medical material, when needed, in accordance with applicable federal, state, and local regulations, and provide copies of the disposal documentation as per the direction provided by NH DHHS.
8. Provide periodic training and exercises for Facility staff to support the CHEMPACK program, to include requesting/deploying assets, antidote application, and program administration to appropriate stakeholders, as identified in the NH CHEMPACK appendix.
9. Provide resources and assets for Facility to perform periodic security and quality assurance/quality control assessments of CHEMPACK Assets at the direction of NH

DHHS. Records of these checks must be properly documented, maintained, and able to be produced upon request.

10. Ensure that adequate plans for the transportation of CHEMPACK Assets in an emergency are developed and maintained. Provide support with the coordination of the use of vehicles, freeway routes, and airfields with state, local, and federal (if applicable) partners.
11. Maintain a list of personnel with access to the CHEMPACK containers at Facility, and provide an update to Federal CHEMPACK Program Staff within 48 hours of when any changes occur.
12. Establish and/or maintain communication with Federal CHEMPACK Program Staff within one hour when made aware of a CHEMPACK Container losing climate control. Any reports of material stored outside of the accepted storage range will be handled on a case-by-case basis. Outcomes could range from having the material remain in the SLEP to removing the material from the SLEP program and the State forfeiting the long-term sustainability of the resource.
13. Coordinate with Federal CHEMPACK Program Staff to ensure the maintenance of proper security and environmental conditions for CHEMPACK material during any non-emergency movement (to include pre-positioning assets for special events). Movements of CHEMPACK material not specifically directed by the ASPR CHEMPACK program shall be funded by the State. See section IX of this Agreement.

Items # 14 - 15 are only applicable if new CHEMPACK containers are going to be positioned in the state (i.e., if Federal CHEMPACK Program Staff indicate that there are funding and resources available).

14. Determine the quantity and type of CHEMPACK Containers (EMS / hospital) required to meet the needs of state and local first responders to respond to a nerve agent/ organophosphate or other public health event (within stipulated budget constraints), and provide this information to the ASPR CHEMPACK program at least 60 days prior to the expected state fielding dates.
15. Provide the address of each new cache site and ensure pre-coordinated access for Federal CHEMPACK Program Staff to cache locations as needed to monitor CHEMPACK material and provide this information to the CHEMPACK Program at least 45 days prior to expected state fielding dates.
16. Conduct joint inventories with Federal CHEMPACK Program Staff.

IV. Cache Site Responsibilities

Facility shall:

1. Provide CHEMPACK Assets to patients and requesting entities (e.g., hospital or EMS agency via NNEPC or NH DHHS) free-of-charge.
2. Open CHEMPACK container and prepare assets for immediate deployment after appropriate authorization or request of NNEPC or NH DHHS.
3. Ensure that the DEA registrant or their designated representative is present for all ASPR CHEMPACK program visits.
4. Adhere to the relevant processes provided by NH DHHS for opening and dispensing materials in the CHEMPACK.
5. Ensure that applicable documents, such as current product information and recent Drop Ship paperwork, are kept in the pouch on the container door.
6. Provide access, upon request, to container(s) to allow ASPR CHEMPACK program or NH DHHS staff to perform:
 - a. Routine review of Facility and to inventory, restock, and remove expiring/expired CHEMPACK assets; and
 - b. Periodic audits, including quality assurance and quality control inspections, to verify that Facility is complying with the terms and conditions of this Agreement.
7. Designate a primary and secondary site point of contact (POC) for CHEMPACK and provide to NH DHHS the following information for normal business hours and after hours for each: office phone, cell phone, email, fax, and pager (if applicable).
 - a. Notify NH DHHS of any changes in contact personnel or information within one business day.
8. Maintain the integrity of product cases and manufacturer labels for CHEMPACK products stored in the containers. Labels will not be defaced, modified, or covered, and products will remain in their original manufacturer packaging/cases.
9. Provide a location which must be accessible to 20' or larger trucks and emergency response vehicles. The containers are on wheels; however they may weigh over 700 pounds. A freight elevator may be necessary if the CHEMPACK Container is not on the same level as the dock/truck access location.
10. Ensure each CHEMPACK Container has a minimum of 40 square feet of floor space and at least 5 feet of height clearance.
11. Maintain minimum aisle widths of 72", 34" doorways, and other clearances to allow easy access to and maneuvering of CHEMPACK containers, recognizing that carpets and other floor coverings may impede movement of the CHEMPACK containers.
12. Provide personnel to correct non-complying environmental alarms and security conditions within one hour from notification. Notify NH DHHS as soon as is reasonably possible, ideally within one hour, if a CHEMPACK Container storage location loses climate control. Cases where environmental and security conditions cannot be corrected within 12 hours will be handled on a case-by-case basis.
13. In the event of a non-emergency use or compromise of CHEMPACK material, Facility must report the loss to NH DHHS staff as soon as possible using a NH DHHS-provided form, but no later than 24 hours after discovery of the loss as per the direction provided

by NH DHHS. The report must document the circumstances resulting in the loss or compromise, and provide an inventory of material lost, compromised, or destroyed.

14. In the event of CHEMPACK assets being used by the Facility, submit a report within 24 to 48 hours using a NH DHHS-provided form, that identifies the amount of CHEMPACK material expended and the amount of material remaining in the container. Ensure that partial cases of antidotes or antidotes removed from the container for any purpose are not placed back in the container, even if they are not used, and instead are placed in quarantine or properly disposed of, as per the direction provided by NH DHHS.
15. Ensure access to the Verizon cellular network for the Security and Temperature Monitoring System (STMS) device that is on the CHEMPACK container. If the location of the container is unable to connect to the Verizon network, appropriate internet access is needed to connect the STMS device.
16. Facility personnel or their authorized representatives will accept the arranged delivery, conduct and verify product replacement, sign applicable documentation, and return such assets and records as outlined in "*CHEMPACK Drop Ship: Receive and Return Instructions*" included in each shipment.
 - a. Ensure that paperwork accompanying each shipment is placed in the pouch on the outside of the CHEMPACK container, and that any paperwork from previous shipments is removed and discarded.
 - b. Return expiring product from a Drop Ship, as per instructions provided with shipment, within the timeframe specified by ASPR. If unable to return within recommended window, contact CHEMPACK Regional Coordinator for guidance, and notify NH DHHS.

Federal requirements (*Items # 17 through 29 are consistent with relevant Federal requirements and are derived from the Agreement between ASPR and NH DHHS*):

17. Provide a locked room or cage for storage of CHEMPACK Containers and Assets for the purpose of controlling access and ensuring compliance with applicable regulations (21 CFR Parts 211 [*Current Good Manufacturing Practice for Finished Pharmaceuticals*], 1301 [*Registration of Manufacturers, Distributors, and Dispensers of Controlled Substances*], and 1304 [*Records and Reports of Registrants*]).
18. Install and monitor on a 24-hour basis an intrusion detection device that alerts Facility personnel of intrusions or attempted intrusions into the secure storage area.
19. Security should be able to respond to the location within 15 minutes of the alert.
20. Conduct and record regular quality assurance checks to ensure proper CHEMPACK Container security and environmental conditions as per the direction provided by NH DHHS. These records shall be maintained and made available upon request by NH DHHS or Federal CHEMPACK Program Staff.
21. Ensure that each CHEMPACK Container remains locked with an ASPR-provided padlock and key and ensure that access is limited to authorized personnel.
22. Ensure appropriate equipment and structures (e.g., hydraulic lifts, forklifts, loading docks, ramps, etc.) for rapidly accessing, moving, and transporting CHEMPACK Containers are available, which may be in conjunction/coordination with NH DHHS.
23. Ensure room temperature is continuously maintained between 68° and 77° Fahrenheit, allowing for excursions between 59° and 86°. Transient spikes up to 104° may be permitted if the manufacturer so instructs. There is no allowance for temperatures below 32° Fahrenheit; material must not be used and shall be quarantined if it goes below

freezing. A thermostat lock or other system to prevent tampering is recommended. Humidity must be maintained below 60% to prevent visible mold growth.

24. Ensure the location is free of pesticides, solvents, petroleum products, and flammable materials. If flammable or hazardous materials are present in the facility, they must be at least 50 feet away from the container and properly stored in an appropriate Hazmat/Flammable storage locker.
25. Maintain the CHEMPACK Containers and Assets in a location that provides proper design and construction; lighting; ventilation, air filtration, and air heating and cooling; plumbing; sewage and refuse; hand washing and toilet facilities; sanitation; pest control; and maintenance in accordance with 21 CFR 211.42 – 211.58. Storage locations should be away from employee break areas where eating, drinking, and smoking may create unsanitary conditions.
26. Provide a standard 120VAC, 60Hz, 10W, UL-listed power outlet for each temperature and security monitoring device. Facility must have automatic, 12-hour minimum back up or emergency electrical power for the Sensaphone®. The Sensaphone itself is equipped with 12-hour battery back-up.
 - a. An uninterrupted power source (UPS) device is minimally acceptable as a backup power source. Regular checks of the UPS battery should occur to ensure proper operation; results should be recorded as per the direction provided by NH DHHS.
27. Maintain fire detection and alarm systems, and fire suppression systems as required by federal, state, and local pharmaceutical regulations and fire codes. Automatic sprinklers are recommended but not required.
28. Store only ASPR-provided CHEMPACK Assets in CHEMPACK Containers; storage of non-ASPR-provided assets in CHEMPACK Containers, including state-owned nerve agent/organophosphate exposure antidotes, is not permitted.
29. Ensure no items that exceed 100 pounds are placed or stored on top of the CHEMPACK Container.

V. Costs

No funds will be exchanged under this Agreement. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.

VI. Ownership

ASPR shall at all times retain ownership of all CHEMPACK Assets, including after assets and containers have been delivered to and custody assumed by Facility. ASPR has granted NH DHHS permission to authorize Facility to use CHEMPACK Assets in the event of an accidental or intentional nerve agent or organophosphate release that threatens the medical security of the community, puts multiple lives at risk, is beyond local emergency response capabilities, and the material is medically necessary to save lives.

VII. Movement of Containers

For special events: NH DHHS, with appropriate notification to ASPR, may authorize the temporary relocation of a CHEMPACK container from Facility to support special events (e.g., National Special Security Events, major political conventions, state fairs, and other large-scale or high-risk public gatherings) for strategic pre-positioning. The temporary movement of CHEMPACK Assets is subject to the following conditions:

1. Facility must notify NH DHHS at least 96 hours prior to such movement as per the direction provided by NH DHHS.

2. NH DHHS, in conjunction with Facility, shall ensure that environmental and security requirements outlined in Section V are maintained throughout transport, deployment, and redelivery to cache location.
3. Any movement of CHEMPACK Assets not specifically directed by the ASPR CHEMPACK program shall be the responsibility of NH DHHS.

Internal container relocation: the ASPR CHEMPACK program authorizes Facility to move CHEMPACK Container(s) to a different location within the facility. The following conditions apply to such movement:

1. NH DHHS, in conjunction with Facility, shall ensure that environmental and security requirements outlined in Section V are maintained throughout the movement.
2. Notify NH DHHS at least 45 days prior to non-emergency movement as per the direction provided by NH DHHS.

Emergency container movement: the ASPR CHEMPACK program authorizes Facility to move CHEMPACK Containers (or contents if the location is in imminent danger of being compromised and the situation doesn't allow for moving the whole container) to a different location if a situation threatens the integrity of the container, such as a natural disaster. The following conditions apply to such movement:

1. Facility shall ensure that environmental and security requirements outlined in Section V are maintained during movement and temporary storage of the container or contents.
2. Facility shall notify NH DHHS as soon as reasonably possible following an emergency movement, and will also notify NH DHHS when the container/contents are returned to their original location.
 - a. Situations which will require permanent or long-term relocation will be handled on a case-by-case basis.

DHHS must receive approval from the Federal ASPR CHEMPACK, before any movement of CHEMPACK Containers, unless described above.

If any material is lost or compromised during any of the above movements, Facility will report as per section IV. 13 above and the direction provided by NH DHHS.

VIII. Compliance with U.S. Drug Enforcement Agency Requirements

Facility shall comply with all applicable federal, state, and local requirements regarding storage, use, and handling of controlled substances including, but not limited to, those described in 21 CFR parts 1302 and 1304 (this also applies to the handling of controlled substances during temporary CHEMPACK container moves).

In addition, Facility shall designate a pharmaceutical or medical professional with a DEA registration who will sign for and accept custody for controlled substances and other pharmaceuticals in CHEMPACK containers at each cache location and who will be responsible for ensuring compliance with the terms and conditions of this Agreement.

A valid DEA registrant must assume custody of CHEMPACK controlled substances: Distributor, Hospital/Clinic, Emergency Medical Services, and Retail Pharmacy. Practitioner registrations are not approved for use in the ASPR CHEMPACK program.

IX. Confidentiality and Requests for Information

Facility must maintain the confidentiality of the CHEMPACK information and not release any information related to CHEMPACK without DHHS permission. Facility may disclose CHEMPACK

information to employees on a need-to-know basis and must ensure those individuals are aware the CHEMPACK information is to be kept confidential. Any requests for information related to CHEMPACK must be forwarded to DHHS.

Under 42 USC § 247d-6b, no federal agency shall disclose under 5 USC § 552, United States Code, any information identifying the location at which ASPR CHEMPACK program materials are stored. To the extent permitted by law, the parties agree that neither will disclose the nature of this effort and the terms of this agreement to any person or entity, except as may be necessary to fulfill its mission and statutory and regulatory responsibilities. The parties agree to notify one another before releasing materials or information relating to CHEMPACK or this Agreement pursuant to federal or state freedom of information act statutes or similar provisions in law.

X. Liability

Unless otherwise exempted by law, Facility shall indemnify and hold harmless the State, its officers and employees, from and against any and all third-party claims asserted against the State, its officers or employees, that arise out of (or that may be claimed to arise out of) the negligent, reckless or intentional conduct of the Facility or its subcontractors in connection with this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

XI. Effect on Procedures and Laws

All assistance provided under this Agreement must comply with applicable laws and regulations.

XII. No Private Right Created

This document is an internal agreement between the State of New Hampshire DHHS and <Insert Facility name> and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Agreement is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

XIII. Settlement of Disputes

The parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this Agreement before referring the matter to any other person or entity for settlement in accordance with New Hampshire law.

XIV. Effective Date, Modification, and Termination

This Agreement shall become effective upon the signature of both parties and shall remain in effect until December 31, 2028. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon approval of the Governor and Executive Council.

The terms of this Agreement may be modified upon the consent and signature agreement of both parties. This Agreement may be terminated by either party at any time; however, the terminating party shall provide written notice to the other party at least six months in advance of the effective date of termination unless there is a critical failure to perform. In the event of termination, all ASPR CHEMPACK program equipment, related records, and/or other material generated by or for the CHEMPACK Project in furtherance of this Agreement are property of the ASPR CHEMPACK program and shall be returned to the ASPR CHEMPACK program within six months of the termination date.

In the event the services and/or prescribed outcomes described within this MOU are not met to the satisfaction of DHHS, DHHS reserves the right to immediately terminate this Agreement upon written notice.

XV. Capacity to Enter into Agreement

The persons executing this Memorandum of Understanding on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign.

New Hampshire DHHS Signature

<Insert Facility name> Signature

Name and title of signatory

Name and title of signatory

Date Signed

Date Signed

Attachment I – CHEMPACK Container Contents

A list of pharmaceuticals found in each CHEMPACK container, along with a description of the purpose, is found below:

- **Atropine**
 - Treats excess secretions
- **Diazepam**
 - Treats and prevents seizures
- **Seizalam (midazolam)**
 - Treats and prevents seizures
- **Pralidoxime (2 PAM)**
 - Treats symptoms high blood pressure, rapid heart rate, weakness muscle tremors and paralysis