**Naloxone Receiving and Distribution Agreement**

University of Charleston School of Pharmacy

2300 MacCorkle Avenue SE

Charleston, West Virginia 25304

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| Name of Entity (Organization) | |
| Name of Contact (Last, First) | Position with Organization (e.g., health officer, etc.) |
| Name of Responsible Party | Credentials/License Number |
| Contact Phone  ( ) | Contact Email |
| Shipping Address (if more than one location, list all separately here) | |

**Definition of Terms**

1. Facility. Refers to the facility in which the product (naloxone) is received.
2. Product. Refers to naloxone (Narcan).
3. Responsible Party. Pharmacist or physician who holds responsibility for the product once received by the facility. All responsible parties must comply with the Protocol for Naloxone Distribution as well as the WV State Code (*§ 16-46-3)*.
4. Recipient. Facility that has received the naloxone product. May refer to the responsible party or person dispensing naloxone.

**Restrictions of Use**

1. Receipt of Naloxone. Once the facility receives the shipment of naloxone, the shipment must be verified with the responsible pharmacist or physician within 24 business hours. A signature of agreement and acceptance of shipment must be provided to the University of Charleston School of Pharmacy (UCSOP) along with a digital image of the product (shipping label and individual product). The receiving facility will also provide a copy of the invoice signed by the provider acknowledging receipt. Once the shipment has been verified through this process, the facility receiving the product gains ALL responsibility for the product and/or loss of product.
2. Indemnity. Recipient of naloxone agrees to indemnify and hold the UCSOP harmless from and against any and all claims, demands, or actions which are hereinafter made in regards to damages or harm caused by the facility’s (or recipient’s) failure to meet any of its obligations or representations under this agreement and in regards to possession, handling, use, dispensing, consumption, transportation, or disposal of product.
3. Use of Naloxone. The recipient shall only provide the naloxone kits to trained/counseled individuals. Individuals receiving naloxone shall solely use the product for the treatment of a known or suspected opioid overdose in accordance with the instructions for use provided by the manufacturer. Product must be appropriately labeled prior to distribution.
4. Not for Resale. The recipient or responsible party shall not sell or exchange for money, property, services, or anything of value, and shall not seek reimbursement under any governmental or commercial insurance plan or health plan.
5. Training Requirements. The responsible party must ensure that persons receiving naloxone must be trained and/or counseled according to WV State Code (*§ 16-46-3A)*  prior to dispensing or distributing. Counseling cannot be waived by either the responsible party or the person receiving naloxone. All dispensed/distributed kits must be reported to the WV Department of Health and Human Resources (DHHR), Office of Drug Control Policy (ODCP), and the UCSOP (see reporting requirements in the attached Protocol for Naloxone Distribution). Any person providing DHHR’s Office of Emergency Medical Services (OEMS) Naloxone Training course MUST have completed the OEMS Naloxone Train-the-Trainer Program. If using other materials to train or counsel, refer to the Naloxone Protocol attached.
6. Release. Recipient hereby releases and discharges the UCSOP and their respective officers, directors, agents and employees from any and all claims and causes of action, arising in whole or part related to the product (including any claim or cause of action brought by any end user of the product), whether such claims or causes of action are known or unknown, several or individual.
7. Inspection of Goods. Recipient of product (responsible party) shall complete an inspection and verify all product transferred under this Agreement and shall assume the risk of using the product “as is,” shall correct any dangerous conditions before using or transferring the product, and shall send written notification of such conditions to UCSOP.
8. Compliance with Laws. The recipient will comply with all applicable laws, rules and regulations in the State of West Virginia.

**Acknowledgement**

By completing this section, you acknowledge the terms of use for the naloxone provided to you through UCSOP. The naloxone provided through the University is intended for dispensing into the community through either a physician/pharmacist OR through other trained agents in accordance with WV State Code *§ 16-46-3* (see Protocol for Naloxone Distribution). Quantity of doses requested may differ from quantity received. Decisions will be made based upon number of requests and total supply of naloxone.

By completing this section, you acknowledge and agree to the terms of use for the naloxone provided to you through UCSOP.

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 Naloxone kits provided are not to be sold, billed to insurance, or exchanged for other goods or services.

 Naloxone kits will be the responsibility of the facility and responsible party (pharmacist/physician) once naloxone has been received and verified by the facility.

 Naloxone kits must be stored in a locked area with limited access according to WV State Code (*§ 15-1-14 and § 15-1-*15)required storage conditions and in compliance with product manufacturer recommendations (Protocol for Naloxone Distribution).

 Naloxone kits will be labeled according to WV State Code *§ 30-5-12B* prior to distributing to any individual

 Responsible Party will ensure all individuals receiving naloxone will be trained and/or counseled according to WV State Code *§ 16-46-3A* and Protocol for Naloxone Distribution prior to distribution.

 Training Roster must be provided to OEMS if providing OEMS training program.

 Responsible Party will verify shipment of product (naloxone) within 24 business hours of receipt.

 Responsible Party will ensure that all naloxone distributed is reported to ODCP by the 10th day of each month.

 Responsible Party will ensure that all reporting for grant purposes is documented and reported to UCSOP once monthly via email ([lindsayacree@ucwv.edu](mailto:lindsayacree@ucwv.edu)). If the Responsible Party fails to report data to UCSOP, requests for additional naloxone will not be approved until data is up-to-date.

 Responsible Party agrees that once product is received, he/she is responsible for the product or loss of product in regards to compliance with all distribution, counseling/training, storage, and documentation per WV State Code *§ 16-46.*

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Printed Name of Recipient/Responsible Party WV License Number (Physician or Pharmacist)

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Signature of Recipient/ Responsible Party Date

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Signature of UC Representative Date