

## Naloxone Distribution Project Terms and Conditions

1. Agree to abide by the NDP terms and conditions, including, but not limited to, distribution and storage requirements, and other requirements, as specified in this application.
2. Provided accurate authorized representative, contact, and mailing information for this application. Any changes to contact information, delivery address, or request must be emailed to [naloxone@dhcs.ca.gov](mailto:naloxone@dhcs.ca.gov) within 24 hours of application submission.
3. Agree to allow DHCS to contact the organization/entity using the information provided on the application form.
4. Provided a copy of a valid and active business license, FEIN number or tax-exempt letter with this application, and other required documentation for the organization/entity, as specified in [the NDP application](#).
5. Provided a brief description of the intended use and distribution plan for naloxone received through the NDP with this application, if I ordered 240 units or less of naloxone. The organization/entity agrees to adhere to the intended uses and distribution plan for the naloxone units received through the NDP described in this application.
6. Provided a brief description of the intended use and distribution plan for fentanyl test strips received through the NDP with this application, if I ordered 4,000 or less fentanyl test strips. The organization/entity agrees to adhere to the intended uses and distribution plan for the fentanyl test strips received through the NDP described in this application.
7. Provided the following: (1) a comprehensive written justification for the amount of naloxone requested; (2) written policies and procedures that detail the organization/entity's storage, inventory management, and tracking processes; and (3) a distribution plan for naloxone received through the NDP, if I ordered more than 240 naloxone units. The organization/entity agrees to adhere to the written policies and procedures and distribution plan for the naloxone units received through the NDP described in this application.

8. Provided the following: (1) a comprehensive written justification for the amount of fentanyl test strips requested; (2) written policies and procedures that detail the organization/entity's storage, inventory management, and tracking processes; and (3) a distribution plan for fentanyl test strips received through the NDP, if I ordered more than 4,000 fentanyl test strips. The organization/entity agrees to adhere to the written policies and procedures, storage, inventory management, tracking, and distribution plan for the fentanyl test strips received through the NDP described in this application.
9. Agree to the receipt of either generic or Narcan naloxone nasal spray at the discretion of DHCS.
10. Agree to store products received through the NDP separately from any products that will be billed to patient insurance and inventory that is for use in a health care setting.
11. Agree to store products received through the NDP separately from other inventory, if the organization has naloxone or fentanyl test strips on site that were obtained from other sources.
12. Agree to not distribute products from the NDP to any partners, affiliates, or subcontractors that are eligible to apply directly to the NDP on their own behalf. Any eligible affiliates, partners, or subcontractors must apply directly to the NDP for their own organization.
13. Agree to distribute products obtained through the NDP exclusively within the state of California.
14. Agree to not sell or receive any form of in-kind or monetary reimbursement or payment for products obtained through the NDP.
15. Agree to not submit for reimbursement of any type, including and not limited to, reimbursement from private or public insurance programs, commercial entities, government authority or agency, or otherwise for products obtained through the NDP.
16. Agree to allow DHCS to use the information provided on the application form to track the use of the naloxone and fentanyl test strip distribution and conduct other public health and epidemiological surveillance activities.
17. Agree to review the provided tracking information to ensure that products can be successfully delivered. Understand that products will be delivered to the address provided on the application and are not returnable. Manufacturer will replace damaged product by request.

**Project applicants must electronically agree to the following certifications as part of the [NDP online application form](#):**

- ☐ I hereby certify that I have read, understand, and accept all of the terms and conditions and agree to comply with these terms and conditions, including, but not limited to, distribution and storage requirements and other requirements as specified in this application.
- ☐ I hereby certify that the organization/entity is responsible for ensuring that any authorized representatives, employees, or volunteers of the organization/entity follow all terms and conditions, distribution requirements, and purpose of products obtained through the NDP, as identified in the application. The organization/entity is responsible if any authorized representative, employee, or volunteer of the organization/entity violates any of the above.
- ☐ I hereby certify that the entity/organization will distribute products only within the State of California and in accordance with submitted documentation.
- ☐ I hereby certify that I will not sell or obtain any form of monetary reimbursement, including donations, for products obtained through the NDP.
- ☐ To the extent possible, I hereby agree to maintain and report information regarding the number of reversals that occurred using the naloxone distributed under this application order in the form and manner directed by the Department. To the extent possible, I will submit reversal information from this order in future NDP applications.
- ☐ I hereby certify that I have received training in opioid overdose prevention and treatment to respond effectively to an opioid-associated overdose emergency.
- ☐ I hereby certify that I will provide opioid overdose prevention and treatment training to any individuals receiving naloxone through this application order.
- ☐ I hereby certify that I understand that the organization/entity agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons or organizations/entities furnishing or supplying services, materials, or supplies in connection with the NDP and from any and all claims and losses accruing or resulting to any other person or organization/entity who may be injured or damaged by the organization/entity in the performance of the NDP.
- ☐ I hereby certify that I understand that the organization/entity agrees to disclose all information requested by DHCS as it relates to the NDP including, information pertaining to eligibility to participate in the NDP, the organization/entity's application, distribution, or information for the purposes of an investigation. The organization/entity agrees to respond to all requests from DHCS for information related to the NDP. The organization/entity understands that the failure to disclose the required information, or the disclosure of false information may result in the termination of any application or revocation of the organization/entity's eligibility to participate in the NDP.
- ☐ I hereby certify that I understand that DHCS may revoke the organization/entity's eligibility to participate in the NDP, investigate, refer investigations, or require the organization/entity to make changes related to their distribution of products received from the NDP if the organization violates any of the terms and conditions, submitted documentation, allowable uses, and purpose of products obtained through the NDP based on the nature and extent of the violations.