

General Requirements for No-Cost Naloxone Agreements

VDH maintains agreements with all organizations that receive no-cost naloxone, with the exception of non-locally-administered health departments. The following information is included in each agreement initiated by VDH with a partnering organization, hereinafter referred to as the “contractor”.

Requirements (Scope of Services)

The Scope of Services included in the agreement requires the following of the Contractor:

1. Maintain a copy of the no-cost invoice from VDH for each order received.
2. Transport and store naloxone and/or test strips in a temperature-controlled, secure storage area under appropriate storage conditions in accordance with the manufacturer’s directions.
3. Provide naloxone only to individuals who use opioids, use drugs suspected to contain opioids, or are in recovery; or individuals whose close associates use opioids, use drugs suspected to contain opioids, or are in recovery.
4. Provide the recipient of naloxone with instruction on the administration of naloxone and the current REVIVE! brochure from the [DBHDS REVIVE! page](#).
5. Ship all unused product, including recalled or expired product, back to the Virginia Department of Health Pharmacy Services. **Contractor may not provide naloxone or test strips to another organization.**
6. Report via all required reporting tools – the following surveys are managed by the Department of Behavioral Health and Developmental Services:
 - a. Report following administration of naloxone:
<https://www.surveymonkey.com/r/REVIVEVA>
 - b. Report all community events with REVIVE! Training offered or REVIVE! kits provided by completing the [REVIVE! Trainer’s Report](#)

Prescription Naloxone

This section is included in all agreements but is only applicable to organizations that dispense prescription naloxone. Kloxxado (naloxone) nasal spray 8mg and intramuscular (IM) naloxone distributed by VDH are prescription products. All naloxone nasal spray 4mg distributed by VDH is over-the-counter (OTC) product, to which these limitations do not apply. As of December 2024, Local Health Districts (LHDs), Comprehensive Harm Reduction Programs (CHRs) and Community Services Boards (CSBs) are eligible to receive 8mg naloxone. Only CHRs with an active Controlled Substance Registration (CSR) license are eligible to order IM naloxone.

7. If dispensing **Prescription Naloxone**, in accordance with [Virginia Department of Health Professions \(DHP\) Board of Pharmacy \(BOP\) Naloxone Protocols](#)
 - a. Utilize the most recent [statewide naloxone standing order](#) issued by the State Health Commissioner or maintain a prescriber's standing order for all persons authorized to dispense Prescription Naloxone in accordance with §54.1-3408(Y), §54.1-3466(F), and §54.1-3467(C), as applicable, on behalf of the prescriber on-site for a period of not less than two years from the date of the last dispensing. Dispense Prescription naloxone only to individuals who use opioids, use drugs suspected to contain opioids, or are in recovery; or individuals whose close associates use opioids, use drugs suspected to contain opioids, or are in recovery.

- b. Maintain an electronic log with the
 - lot number
 - expiration date
 - quantity of naloxone transferred to and from the dispensing location
 - date of transfer
 - name of person dispensing the naloxone.
- c. Ensure all Prescription Naloxone dispensed is labeled with directions for use in accordance with prescriber's standing order, date of dispensing, name of person receiving drug, drug name, drug strength, and name and telephone number for the dispensing entity. (Contractor may request pre-printed labels from the Department when ordering naloxone.)
- d. Maintain all records of dispensing including:
 - name of person receiving naloxone
 - lot number
 - expiration date
 - quantity dispensed
 - name of person dispensing
 - date of dispensing

For additional information about the requirements for prescription vs. OTC naloxone, please refer to this document: [Prescription vs. Over-the-Counter Naloxone](#)

Test Strips Disclaimer and Release of Liability:

All agreements will contain one of the following test strip disclaimers. Partner organizations are not required to receive test strips, and eligibility criteria are subject to change.

Non-Government Organizations must directly indemnify VDH:

The Department makes no representation of and assumes no responsibility for the accuracy of the Test Strips for detecting substances that may exacerbate an overdose, including, but not limited to, fentanyl, xylazine or benzodiazepines, or the manner in which a recipient uses the Test Strips. The Contractor receiving the Test Strips agrees to indemnify, defend and hold harmless the Virginia Department of Health and the Commonwealth of Virginia, as well as officers, agents and employees of the above from all damages, claims and losses accruing or resulting to any person who may claim to be injured or damaged as a result of acts or omissions involving the Test Strips. Anyone who receives Test Strips through the Contractor accepts all responsibility for any harm, injury or death that occurs from taking drugs, regardless of whether such drugs have been tested with the Test Strips.

Government Organizations are not permitted to directly indemnify VDH. Their naloxone agreements include the alternative language below:

The Department makes no representation of and assumes no responsibility for the accuracy of the Test Strips or the manner in which a recipient uses the Test Strips. The Contractor shall obtain a signed agreement from each person receiving Test Strips agreeing to the following: "Anyone who receives Test Strips for detecting substances that may exacerbate an overdose, including but not limited to fentanyl, xylazine or benzodiazepines, accepts all responsibility for any harm, injury or death that occurs from taking drugs, regardless of whether such drugs have been tested with the Test Strips. VDH makes no

representation of and assumes no responsibility for the accuracy of the Test Strips or the manner in which a recipient uses them. I agree to indemnify, defend and hold harmless the Virginia Department of Health and the Commonwealth of Virginia, as well as officers, agents and employees of the above from all damages, claims and losses accruing or resulting to any person who may claim to be injured or damaged as a result of acts or omissions involving the Test Strips.”