



Health

Name
Position
Organisation
Address
SUBURB STATE Postcode

Date of issue:

Dear

Approval to be supplied with naloxone as a participating service under the provisions of Clause 17, 170 and 171 of the *Poisons and Therapeutic Goods Regulation 2008*, of the *Poisons and Therapeutic Goods Act 1966*

Expiry date: Date

Letter of Agreement – NSW Take Home Naloxone program

Thank you for submitting an expression of interest to participate in the NSW Take Home Naloxone program by becoming a participating service.

I am writing to advise that [organisation name] has been approved as a participating service, subject to:

- [organisation name] agreement to the terms and conditions of participation in the Take Home Naloxone program as set out in this Letter of Agreement and the *Take Home Naloxone non-government and private services procedures*; and
- execution of this Letter of Agreement to acknowledge agreement to the terms and conditions of participation.

The NSW Ministry of Health will:

1. Maintain a Register of participating private or non-government health/welfare services, enabling participating services to procure naloxone from a licensed pharmaceutical wholesaler.
2. Enable naloxone supply by credentialed health/welfare workers through a *Legal Authority*.
3. Provide access to the Take Home Naloxone Worker Training Program for up to [number] eligible workers per participating service at no cost to your organisation.
4. Facilitate access by [Organisation name] to Pharmaceutical Benefits Scheme (PBS) subsidised naloxone, and associated ordering and data reporting systems being provided until end June 2021.
5. Provide [Organisation name] access to Take Home Naloxone program implementation tools and materials, including the Take Home Naloxone Intervention Form and Take Home Naloxone Consumer Information Sheets.
6. Seek permission to publish [Organisation name]'s details on the on the Your Room website.

The NSW Ministry of Health will not provide additional funds for any costs associated with staff attending Take Home Naloxone worker training, or staffing costs associated with delivering Take Home Naloxone interventions at your service.

[Organisation name] will:

1. Agree to supply intervention data monthly using a data reporting system.
2. Not charge clients fees for supplying naloxone to them.
3. Ensure compliance with *Take Home Naloxone non-government and private services procedures* and *Legal Authority*, including:
 - a. Ensuring that only trained and credentialed workers employed in eligible designations (Sections 1.3 and 4.4 of the *Take Home Naloxone non-government and private services procedures*) deliver Take Home Naloxone interventions.
 - b. Ensuring workers deliver the Take Home Naloxone intervention correctly (Section 2 of the *Take Home Naloxone non-government and private services procedures*).
 - c. Establishing a local governance structure and nominating a 'Responsible Person' with accountability for the Take Home Naloxone program at [Organisation name] (Sections 3.2 and 3.3 of the *Take Home Naloxone non-government and private services procedures*).
 - d. Maintaining organisational records of trained and credentialed workers (Section 3.2 of the *Take Home Naloxone non-government and private services procedures*).
 - e. Procuring, storing and labelling naloxone in compliance with the relevant *Legal Authority* and Sections 2.3.6 and 3.3 of the *Take Home Naloxone non-government and private services procedures*.
 - f. Documenting and storing records of Take Home Naloxone interventions correctly (Sections 2.3.7 and 3.3 of the *Take Home Naloxone non-government and private services procedures*).
 - g. Submitting quarterly audit/compliance reports in the format required by NSW Ministry of Health (Section 6 of the *Take Home Naloxone non-government and private services procedures*) following execution of this agreement.

[Organisation name] is approved as a participating service for 12 consecutive months immediately following the execution of this agreement.

To continue to be a participating service after 12 months, your service will need to complete an audit of implementation (Section 6 of the *Take Home Naloxone non-government and private services procedures*) and sign a new Letter of Agreement with NSW Ministry of Health.

Should issues of concern arise in fulfilling the terms and conditions for either the NSW Ministry of Health or [Organisation name], the first step to resolution will be a discussion between both parties, with an aim to problem solve.

[Organisation name] may withdraw from the program at any time by submitting written notice to moh-naloxone@health.nsw.gov.au.

NSW Ministry of Health maintains sole discretion to remove an agency from the Register of participating private or non-government health/welfare services for any reason and without notice. If an agency is removed as a participating service, this Letter of Agreement will be terminated and facilitated access to Pharmaceutical Benefits Scheme (PBS) subsidised naloxone will cease.

Insurance

Your organisation must take out and maintain adequate insurance appropriate for the Take Home Naloxone program, including public liability insurance.

Indemnity

Your organisation indemnifies and keeps indemnified the NSW Ministry of Health from and against any claim that may be made or brought by any person arising from or in connection with:

- Any negligent or unlawful act or omission by your organisation or employees;
- Any breach by your organisation of this Letter of Agreement or laws;

relating to the NSW Take Home Naloxone program.

Your organisation's liability will be reduced proportionately to the extent that any negligent or unlawful act or omission of NSW Ministry of Health caused or contributed to the claim.

Responsible Person

The 'Responsible Person' who will order naloxone supplies and hold accountability for the Take Home Naloxone program at [Organisation name] is:

[name organisation]

Name:

Position:

Email:

Phone:

Service name:

Please inform the NSW Ministry of Health of a change to personnel appointed as the Responsible Person.

The nominated contact officers for this Agreement are:

NSW Ministry of Health

Name: Liz Kelly

Position: Senior Project Officer

Email: liz.kelly@health.nsw.gov.au

Phone: 9461 7265

Service: Prevention & Harm Minimisation,
Centre for Alcohol and Other Drugs

[name organisation]

Name:

Position:

Email:

Phone:

Service:

Two copies of this Agreement are enclosed. Please sign both copies, retain one copy for your records and return one to:

Liz Kelly
Prevention & Harm Minimisation
Centre for Alcohol and Other Drugs
NSW Ministry of Health

Locked Mail Bag 961
North Sydney NSW 2059

If you require further information, please email moh-naloxone@health.nsw.gov.au. We look forward to working with you to increase access to naloxone for people in the NSW community who need it.

Yours sincerely

[name]

Executive Director, Centre for Alcohol and Other Drugs

Signatures of Agreement:	
<hr/>	<hr/>
<i>Name:</i> [name]	<i>Name:</i>
<i>Title:</i> Director	<i>Title:</i>
<i>Organisation:</i> Centre for Alcohol and Other Drugs, NSW Ministry of Health	<i>Organisation:</i>
<i>Date:</i>	<i>Date:</i>



Health

Appendix A:

Authority – Supply of the Schedule 3 substance naloxone for injection or intranasal spray by a credentialed health/welfare worker to a person using the Take Home Naloxone intervention