

**Wisconsin Department of Health Services Terms and Conditions
Requirements for all products and supplies purchased by DHS and shipped to
Naloxone Direct Program Applicants**

This exhibit is herein incorporated into the application between the Naloxone Direct Program (NDP) applicant and the Wisconsin Department of Health Services (DHS).

DHS and the NDP applicant mutually accept that the following requirements must be fully achieved by the applicant at all times:

1. The applicant herein accepts conditional ownership of all supplies and products that are purchased by DHS and shipped to the applicant whereby the applicant shall have conditional ownership of such supplies and products immediately upon the date of shipment(s) from the origin shipping location(s).
2. The applicant accepts conditional ownership of products and supplies purchased by DHS and shipped to the applicant on the condition that such ownership of products and supplies purchased by DHS shall only be used in accordance with the terms and conditions of the NDP application. The applicant also accepts that its conditional ownership of products and supplies purchased by DHS and shipped to the applicant expressly prohibits any use of such products and supplies that do not comply with the terms and conditions of the NDP application.
3. The applicant accepts all responsibility and liability for all supplies and products that are purchased by DHS and shipped to the applicant whereby the applicant shall have all responsibility and liability for the proper and safe handling, inspection, storage, maintenance, distribution, disposal, and use of such supplies and products.
4. The applicant accepts to perform an inspection(s) of all supplies and products purchased by DHS within 24 hours of receiving any shipment(s) of supplies and products.
5. Upon completion of an inspection(s) of supplies and products purchased by DHS and shipment(s) received by the applicant, the applicant will immediately send an inspection report(s) to the DHS grant administrator at DHSDCTSNarcansDirectOrders@dhs.wisconsin.gov if there are any concerns with the shipment. This inspection report shall include, but is not limited to, the following name of product/supply; date and time of shipment(s) received by the applicant; date and time of inspection completion; name, phone number, and email address of contact person for the inspection report; product store-keep-unit (SKU) number if applicable; total quantity of product/supply included in shipment(s); quantity of product/supply that was verified as satisfactory with no damage(s) and no defect(s); quantity of product/supply that was not satisfactory due to damage(s) or defect(s); picture(s) of any damage(s) or defect(s) to

product/supply; quantity of product/supply that was missing in shipment(s); and any pertinent notes regarding the shipment(s).

6. The applicant at all times shall monitor and collect data of the distribution and administration of such supplies and products in performance of the application. The applicant must report distribution and administration data monthly to DHS.
7. The applicant accepts that DHS has the right to request any information regarding the products and supplies purchased by DHS whereby the applicant shall send any such information.
8. The applicant accepts that all products and supplies purchased by DHS shall at all times be used only in the performance of the NDP application.
9. The applicant accepts that all products and supplies purchased by DHS shall not be resold, not repurposed, and there shall be no fee nor charge when distributing and administering such products and supplies purchased by DHS.
10. The applicant accepts all responsibility and liability in the event(s) of any damage, lost, and stolen products/supplies purchased by DHS.
11. In the event(s) of any dispute(s) regarding a shipment(s) of DHS purchased products/supplies then the applicant accepts at all times to cooperate and to assist DHS in resolving any dispute(s) whereby the applicant shall hold harmless and indemnify DHS in any such dispute(s).