

Naloxone Distribution Project (NDP) Application

Instructions

Complete the application below. Please ensure the person applying is authorized to be the representation of your organization in California to apply for and receive this naloxone distribution. The information submitted in this application should be publicly accessible information and may be subjected to the Public Records Act.

First Name of Authorized Person

Mailing Address (must be a business address, not a personal address or P.O. Box)

Middle Name

Address Line 2

Last Name

City

Contact Number

Zip

Email

State CA

Organization Name

Service Location Address

Type of Organization

Address Line 2

Community Organization - Specify Type

City

Organization Website

Zip

Organization Phone Number

State CA

Units Order - Minimum Order is 12 units and orders must be in multiples of 12. Each unit comes with 2 doses.

You must certify and agree to the information in this section to receive the naloxone distribution.

I hereby certify that I have read, understand, and accept all the terms and conditions under which the naloxone distribution is valid for use.

I hereby certify that I have reviewed and undergone training in opioid overdose prevention and treatment training to respond effectively to an opioid-associated overdose emergency.

Review online resources at the [GetNaloxoneNow website](#) and the Harm Reduction Coalition's [overdose response website](#) to train and respond effectively to an opioid-associated overdose emergency.

If known/available, I hereby agree to maintain and report information via email to Naloxone@dhcs.ca.gov regarding the number of reversals that occurred using the naloxone distributed under this application order.

Terms and Conditions

By submitting the application form, the organization/entity:

1. Certifies that the authorized person, communication and mailing information provided is correct.
2. Will ensure that any of its affiliates or subcontractors apply for their organization.
3. Agrees to provide a copy of a valid and active business license, FEIN number or tax exempt letter.
4. Agrees to provide a copy of a naloxone standing order that can be obtained at the California Department of Public Health's [standing order application](#) or a physician's prescription.
5. If the naloxone request is for more than 48 units, the organization/entity will provide a brief and comprehensive summary with the application to validate their request.
6. Agrees to allow the California Department of Health Care Services (DHCS) to contact the organization/entity using the information provided on the application form.
7. Agrees to allow the California DHCS to use the information provided on the application form to track the use of the naloxone distribution and conduct other public health and epidemiological surveillance activities.

Submit supporting documents and application electronically to Naloxone@dhcs.ca.gov

OR Mail supporting documents and the application to: Department of Health Care Services
Community Services Division
Attn: Naloxone Distribution Project
P.O. Box 997413, MS 2603
Sacramento, CA 95899-7413

NOTE: Some links on this page are documents in Adobe Acrobat Portable Document Format (PDF). PDF documents require Adobe Reader. If you need to install or upgrade to the latest version, click the ["Download Free Reader"](#).



LONDON N. BREED
MAYOR

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158



WILLIAM SCOTT
CHIEF OF POLICE

The San Francisco Police Department (SFPD) would like to apply to receive 300 units of Naloxone through the Naloxone Distribution Project (NDP).

To ensure Naloxone is readily available to officers who need to respond to overdoses, we are applying for additional units to replenish the current supply.

Since 2018, we have had 602 instances involving the deployment of at least one dose of naloxone.

All San Francisco Police Department (SFPD) Field Operations Bureau (FOB) officers on patrol are equipped with trauma kits, which include Naloxone.

SFPD FOB district stations with officers on patrol who have been outfitted with Naloxone include:

- Bayview Station, 130 officers
- Central Station, 136 officers
- Ingleside Station, 114 officers
- Mission Station, 137 officers
- Northern Station, 133 officers
- Park Station, 76 officers
- Richmond Station, 81 officers,
- Southern Station, 127 officers
- Taraval Station, 95 officers
- Tenderloin Station, 125 officers

Naloxone has also been distributed to SFPD members in these areas:

- Police Academy, 34 officers
- Crime Lab, 1 officer
- Healthy Streets Operation Center (HSOC), 8 officers
- Tactical Unit, 63 officers
- Traffic Company, 44 officers
- Airport Bureau, 129 officers

The SFPD Supplies Unit is responsible for receiving, storing, inventorying, and managing the distribution of Naloxone to all SFPD district stations and units.

Officers who already have and need replacement Naloxone, go directly to the SFPD Supplies Unit for replacement units.

FEIN number is 94-6000417

NARCAN NASAL SPRAY 4mg
Physician/Medical Director Standing Order

NARCAN is indicated for the reversal of opioid overdose induced by natural or synthetic opioids and exhibited by respiratory depression or unresponsiveness. NARCAN is delivered by intranasal administration as indicated.

This standing order covers the possession and distribution of NARCAN Nasal Spray 4mg.

Trained staff of San Francisco Police may possess and distribute NARCAN Nasal Spray 4mg to 1) a person at risk of experiencing an opioid-related overdose or 2) a family member, friend, or other person(s) in a position to assist a person at risk of experiencing an opioid-related overdose.

Administration of NARCAN Nasal Spray 4mg to a person suspected of an opioid overdose with respiratory depression or unresponsiveness as follows:

Use NARCAN Nasal Spray for known or suspected opioid overdose in adults and children. Important: For use in the nose only.

- Do not remove or test the NARCAN Nasal Spray until ready to use.
- Each NARCAN Nasal Spray has 1 dose and cannot be reused.
- You do not need to prime NARCAN Nasal Spray.

How to use NARCAN nasal spray:

- Step 1. Lay the person on their back to receive a dose of NARCAN Nasal Spray.
- Step 2. Remove NARCAN Nasal Spray from the box. Peel back the tab with the circle to open the NARCAN Nasal Spray.
- Step 3. Hold the NARCAN Nasal Spray with your thumb on the bottom of the plunger and your first and middle fingers on either side of the nozzle.
- Step 4. Tilt the person's head back and provide support under the neck with your hand. Gently insert the tip of the nozzle into one nostril until your fingers on either side of the nozzle are against the bottom of the person's nose.
- Step 5. Press the plunger firmly to give the dose of NARCAN Nasal Spray.
- Step 6. Remove the NARCAN Nasal Spray from the nostril after giving the dose.
- Step 7. Get emergency medical help right away. • Move the person on their side (recovery position) after giving NARCAN Nasal Spray. • Watch the person closely. • If the person does not respond by waking up, to voice or touch, or breathing normally another dose may be given. NARCAN Nasal Spray may be dosed every 2 to 3 minutes, if available. • Repeat Steps 2 through 6 using a new NARCAN Nasal Spray to give another dose in the other nostril. If additional NARCAN Nasal Sprays are available, Steps 2 through 6 may be repeated every 2 to 3 minutes until the person responds or emergency medical help is received.
- Step 8. Put the used NARCAN Nasal Spray back into its box.
- Step 9. Throw away (dispose of) the used NARCAN Nasal Spray in a place that is away from children.

QTY: 58 REFILLS: 0 SIG: As per as directed

DATE 9/30/2016 Dr. Signature [Signature]

Print Dr. Name and contact information: Richard Martin MD - Phone 415-837-7226
Police Headquarters Co: 643723
SFPD 1245 3rd St. DEA: FM4417297
San Francisco, CA 94158-2134

San Francisco Police Department
Medical Liaison Unit
1245 3rd Street, 5th Floor, Rm 5170
1-415-837-7726


10/21/2016

FAX to 614-652-7919

Adapt Pharma Inc – Specialty Pharm Srvc
ATTN: Customer Service
15 Ingram Blvd.
LaVergne, TN 37086

I, Richard Martin, M.D., am the responsible person for purchases made by the San Francisco Police Department, City and County of San Francisco California, under my state license number G43723 issued by the State of California

I will notify Adapt Pharma– Specialty Pharm Srvc immediately if my responsibility status and/or relationship with this facility is changed or terminated.

 10/21/16.
Richard Martin M.D.

Terms and Conditions Narcan® Nasal Spray at Public Interest Price
 (Please email or fax a signed copy of these Terms and Conditions)
 Email: customerservice@adaptpharma.com Fax: 484.367.7815

The undersigned ("Customer") hereby acknowledges and agrees that NARCAN® Nasal Spray (Naloxone Hcl) 4mg (the "Product") made available by Adapt Pharma, Inc. ("Adapt Pharma") to the Customer at the Public Interest Price is conditioned upon Customer making the following certification. Customer hereby represents and warrants to Adapt Pharma and agrees that:

1. The Customer is a Qualified Purchaser of the Product at the Public Interest Price. A "Qualified Purchaser" means (a) a First Responder, State or Local Government Agency, School, Community-based organization, (b) a government funded organization, (c) an entity that has received a grant for the purchase of the Product, or (d) an entity that is purchasing the Product on behalf of a government entity or community members by acting as a naloxone distribution program or community based organization. Notwithstanding the foregoing, the Customer shall be subject to Adapt Pharma's final approval in its sole discretion.
2. The Customer shall purchase, receive and use the Product in accordance with all applicable laws, rules and regulations. The Customer has presented to Adapt Pharma a valid pharmacy license or standing order for purchase and use of the Product. The Product may only be used by the Customer, or a Qualified Purchaser authorized by the Customer, and may not be submitted for reimbursement of any type, including, without limitation, private pay, commercial, government authority, agency or otherwise.
3. The Product is not returnable or refundable. Minimum order quantity is 48 units (4 cases).
4. An invoice will be sent to the Customer at its billing address. Unless otherwise specified on the invoice, all invoices for Product supplied are payable in full within thirty (30) days from the date of invoice. The Customer agrees to review invoices upon receipt and to notify Adapt Pharma in writing of any disputes within twenty (20) days of receipt of invoice. If such written notice is not received by Adapt Pharma, the invoice will be deemed to be final and payable in full.
5. Adapt Pharma shall have the right and is authorized to request information from the Customer and third parties to confirm Qualified Purchaser status and/or credit status prior to accepting an order, and the Customer shall fully cooperate with any such request.
6. Adapt Pharma reserves the right to audit the Customer to ensure the Product is used as outlined in the Terms and Conditions and as otherwise required by Adapt Pharma.
7. All orders are subject to acceptance by Adapt Pharma. Adapt Pharma may fulfill or refuse or otherwise limit orders at its sole discretion.
8. All of the information provided by the Qualified Purchaser is true, complete and accurate.
9. Adapt Pharma warrants that at the time of delivery, the Product (a) shall be free from any defects in design, material, or workmanship, (b) shall not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act, and (c) shall conform to laws, rules and regulations of the FDA. In the event that the Product delivered to Customer fails to conform to the warranties in this paragraph, Customer may reject such Product by giving written notice within thirty (30) days after delivery. If Customer fails to reject the Product in accordance with this paragraph within the thirty (30) day period, Customer shall be deemed to have accepted the shipment. Adapt Pharma makes no other warranties, whether expressed or implied, with respect to the Product, including, without limitation, any warranty of merchantability or fitness for a particular purpose.
10. Adapt Pharma's sole obligation under any warranty shall be to replace or refund defective Products. Neither Customer nor Adapt Pharma shall be liable for any indirect, incidental, consequential, or special damages or losses, including lost profits, even if advised of the possibility thereof.
11. Customer has reviewed, and made available to its distributees, the instructions for use, storage, handling, and other information with respect to the Product in accordance with the FDA approved prescribing information, and Customer and its distributees will comply with such instructions and information. Customer shall be responsible for the negligent acts and omissions of its employees, agents, representatives and distributees.
12. The Terms and Conditions and Customer's credit application, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. No changes to the Terms and Conditions will be binding upon Adapt Pharma unless made in writing and signed by Adapt Pharma. In the event of any conflict between these Terms and Conditions and any other agreement or purchase order of Customer, these Terms and Conditions shall govern.
13. Failure of Adapt Pharma to enforce a right does not waive it. If a court of competent jurisdiction finds that any provision of the Terms and Conditions is invalid or unenforceable, the other provisions of these Terms and Conditions will remain in full force and effect.

Please describe the intended use of NARCAN® Nasal Spray:

Opioid Overdose

Richard Martin MD
 Name of Authorized Representative

SFPD
 Name of Organization

Police Physician Specialist
 Title

(a) First Responder
 Type of Qualified Entity (please select from list above)

[Signature]
 Signature

9/18/2017
 Date

Naloxone Distribution Project (NDP) Application

Instructions

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First Name of Authorized Person

Mailing Address (must be a business address, not a personal address or P.O. Box)

Middle Name

Address Line 2

Last Name

City

Contact Number

Zip

Email

State CA

Organization Name

Service Location Address

Type of Organization

Address Line 2

Community Organization - Specify Type

City

Organization Website

Zip

Organization Phone Number

State CA

Units Order - Minimum Order is 12 units and orders must be in multiples of 12. Each unit comes with 2 doses.

You must certify and agree to the information in this section to receive the naloxone distribution.

I hereby certify that I have read, understand, and accept all the terms and conditions under which the naloxone distribution is valid for use.

I hereby certify that I have reviewed and undergone training in opioid overdose prevention and treatment training to respond effectively to an opioid-associated overdose emergency.

Review online resources at the [GetNaloxoneNow website](#) and the Harm Reduction Coalition's [overdose response website](#) to train and respond effectively to an opioid-associated overdose emergency.

If known/available, I hereby agree to maintain and report information via email to Naloxone@dhcs.ca.gov regarding the number of reversals that occurred using the naloxone distributed under this application order.

Terms and Conditions

By submitting the application form, the organization/entity:

1. Certifies that the authorized person, communication and mailing information provided is correct.
2. Will ensure that any of its affiliates or subcontractors apply for their organization.
3. Agrees to provide a copy of a valid and active business license, FEIN number or tax exempt letter.
4. Agrees to provide a copy of a naloxone standing order that can be obtained at the California Department of Public Health's [standing order application](#) or a physician's prescription.
5. If the naloxone request is for more than 48 units, the organization/entity will provide a brief and comprehensive summary with the application to validate their request.
6. Agrees to allow the California Department of Health Care Services (DHCS) to contact the organization/entity using the information provided on the application form.
7. Agrees to allow the California DHCS to use the information provided on the application form to track the use of the naloxone distribution and conduct other public health and epidemiological surveillance activities.

Submit supporting documents and application electronically to Naloxone@dhcs.ca.gov

OR Mail supporting documents and the application to: Department of Health Care Services
Community Services Division
Attn: Naloxone Distribution Project
P.O. Box 997413, MS 2603
Sacramento, CA 95899-7413

NOTE: Some links on this page are documents in Adobe Acrobat Portable Document Format (PDF). PDF documents require Adobe Reader. If you need to install or upgrade to the latest version, click the ["Download Free Reader"](#).



LONDON N. BREED
MAYOR

CITY AND COUNTY OF SAN FRANCISCO
POLICE DEPARTMENT
HEADQUARTERS
1245 3RD Street
San Francisco, California 94158



WILLIAM SCOTT
CHIEF OF POLICE

The San Francisco Police Department (SFPD) would like to apply to receive 600 units of Naloxone through the Naloxone Distribution Project (NDP).

To ensure Naloxone is readily available to officers who need to respond to overdoses, we are applying for additional units to replenish the current supply.

Since 2018, we have had 655 instances involving the deployment of at least one dose of naloxone.

All San Francisco Police Department (SFPD) Field Operations Bureau (FOB) officers on patrol are equipped with trauma kits, which include Naloxone.

SFPD FOB district stations with officers on patrol who have been outfitted with Naloxone include:

- Bayview Station, 120 officers
- Central Station, 129 officers
- Ingleside Station, 106 officers
- Mission Station, 122 officers
- Northern Station, 125 officers
- Park Station, 69 officers
- Richmond Station, 78 officers,
- Southern Station, 117 officers
- Taraval Station, 88 officers
- Tenderloin Station, 145 officers

Naloxone has also been distributed to SFPD members in these areas:

- Police Academy, 35 officers
- Crime Lab, 1 officer
- Healthy Streets Operation Center (HSOC), 12 officers
- Tactical Unit, 63 officers
- Traffic Company, 51 officers
- Airport Bureau, 127 officers

The SFPD Supplies Unit is responsible for receiving, storing, inventorying, and managing the distribution of Naloxone to all SFPD district stations and units.

Officers who already have and need replacement Naloxone, go directly to the SFPD Supplies Unit for replacement units.

FEIN number is 94-6000417

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City and County of San Francisco

2 Business name/disregarded entity name, if different from above
San Francisco Police Department

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ **Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1245 - 3rd Street, 6th Floor

6 City, state, and ZIP code
San Francisco, CA 94158-2262

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/3/19</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NARCAN NASAL SPRAY 4mg
Physician/Medical Director Standing Order

NARCAN is indicated for the reversal of opioid overdose induced by natural or synthetic opioids and exhibited by respiratory depression or unresponsiveness. NARCAN is delivered by intranasal administration as indicated.

This standing order covers the possession and distribution of NARCAN Nasal Spray 4mg.

Trained staff of San Francisco Police may possess and distribute NARCAN Nasal Spray 4mg to 1) a person at risk of experiencing an opioid-related overdose or 2) a family member, friend, or other person(s) in a position to assist a person at risk of experiencing an opioid-related overdose.

Administration of NARCAN Nasal Spray 4mg to a person suspected of an opioid overdose with respiratory depression or unresponsiveness as follows:

Use NARCAN Nasal Spray for known or suspected opioid overdose in adults and children. Important: For use in the nose only.

- Do not remove or test the NARCAN Nasal Spray until ready to use.
- Each NARCAN Nasal Spray has 1 dose and cannot be reused.
- You do not need to prime NARCAN Nasal Spray.

How to use NARCAN nasal spray:

- Step 1. Lay the person on their back to receive a dose of NARCAN Nasal Spray.
- Step 2. Remove NARCAN Nasal Spray from the box. Peel back the tab with the circle to open the NARCAN Nasal Spray.
- Step 3. Hold the NARCAN Nasal Spray with your thumb on the bottom of the plunger and your first and middle fingers on either side of the nozzle.
- Step 4. Tilt the person's head back and provide support under the neck with your hand. Gently insert the tip of the nozzle into one nostril until your fingers on either side of the nozzle are against the bottom of the person's nose.
- Step 5. Press the plunger firmly to give the dose of NARCAN Nasal Spray.
- Step 6. Remove the NARCAN Nasal Spray from the nostril after giving the dose.
- Step 7. Get emergency medical help right away. • Move the person on their side (recovery position) after giving NARCAN Nasal Spray. • Watch the person closely. • If the person does not respond by waking up, to voice or touch, or breathing normally another dose may be given. NARCAN Nasal Spray may be dosed every 2 to 3 minutes, if available. • Repeat Steps 2 through 6 using a new NARCAN Nasal Spray to give another dose in the other nostril. If additional NARCAN Nasal Sprays are available, Steps 2 through 6 may be repeated every 2 to 3 minutes until the person responds or emergency medical help is received.
- Step 8. Put the used NARCAN Nasal Spray back into its box.
- Step 9. Throw away (dispose of) the used NARCAN Nasal Spray in a place that is away from children.

QTY: 58 REFILLS: 0 SIG: As per as directed

DATE 9/30/2016 Dr. Signature [Signature]

Print Dr. Name and contact information: Richard Martin MD - Phone 415-837-7226
Police Headquarters Co: 643723
SFPD 1245 3rd St. DEA: FM4417297
San Francisco, CA 94158-2134

San Francisco Police Department
Medical Liaison Unit
1245 3rd Street, 5th Floor, Rm 5170
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10/21/2016

FAX to 614-652-7919

Adapt Pharma Inc – Specialty Pharm Srvc
ATTN: Customer Service
15 Ingram Blvd.
LaVergne, TN 37086

I, Richard Martin, M.D., am the responsible person for purchases made by the San Francisco Police Department, City and County of San Francisco California, under my state license number G43723 issued by the State of California

I will notify Adapt Pharma– Specialty Pharm Srvc immediately if my responsibility status and/or relationship with this facility is changed or terminated.

 10/21/16.
Richard Martin M.D.

Terms and Conditions Narcan® Nasal Spray at Public Interest Price
 (Please email or fax a signed copy of these Terms and Conditions)
 Email: customerservice@adaptpharma.com Fax: 484.367.7815

The undersigned ("Customer") hereby acknowledges and agrees that NARCAN® Nasal Spray (Naloxone Hcl) 4mg (the "Product") made available by Adapt Pharma, Inc. ("Adapt Pharma") to the Customer at the Public Interest Price is conditioned upon Customer making the following certification. Customer hereby represents and warrants to Adapt Pharma and agrees that:

1. The Customer is a Qualified Purchaser of the Product at the Public Interest Price. A "Qualified Purchaser" means (a) a First Responder, State or Local Government Agency, School, Community-based organization, (b) a government funded organization, (c) an entity that has received a grant for the purchase of the Product, or (d) an entity that is purchasing the Product on behalf of a government entity or community members by acting as a naloxone distribution program or community based organization. Notwithstanding the foregoing, the Customer shall be subject to Adapt Pharma's final approval in its sole discretion.
2. The Customer shall purchase, receive and use the Product in accordance with all applicable laws, rules and regulations. The Customer has presented to Adapt Pharma a valid pharmacy license or standing order for purchase and use of the Product. The Product may only be used by the Customer, or a Qualified Purchaser authorized by the Customer, and may not be submitted for reimbursement of any type, including, without limitation, private pay, commercial, government authority, agency or otherwise.
3. The Product is not returnable or refundable. Minimum order quantity is 48 units (4 cases).
4. An invoice will be sent to the Customer at its billing address. Unless otherwise specified on the invoice, all invoices for Product supplied are payable in full within thirty (30) days from the date of invoice. The Customer agrees to review invoices upon receipt and to notify Adapt Pharma in writing of any disputes within twenty (20) days of receipt of invoice. If such written notice is not received by Adapt Pharma, the invoice will be deemed to be final and payable in full.
5. Adapt Pharma shall have the right and is authorized to request information from the Customer and third parties to confirm Qualified Purchaser status and/or credit status prior to accepting an order, and the Customer shall fully cooperate with any such request.
6. Adapt Pharma reserves the right to audit the Customer to ensure the Product is used as outlined in the Terms and Conditions and as otherwise required by Adapt Pharma.
7. All orders are subject to acceptance by Adapt Pharma. Adapt Pharma may fulfill or refuse or otherwise limit orders at its sole discretion.
8. All of the information provided by the Qualified Purchaser is true, complete and accurate.
9. Adapt Pharma warrants that at the time of delivery, the Product (a) shall be free from any defects in design, material, or workmanship, (b) shall not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act, and (c) shall conform to laws, rules and regulations of the FDA. In the event that the Product delivered to Customer fails to conform to the warranties in this paragraph, Customer may reject such Product by giving written notice within thirty (30) days after delivery. If Customer fails to reject the Product in accordance with this paragraph within the thirty (30) day period, Customer shall be deemed to have accepted the shipment. Adapt Pharma makes no other warranties, whether expressed or implied, with respect to the Product, including, without limitation, any warranty of merchantability or fitness for a particular purpose.
10. Adapt Pharma's sole obligation under any warranty shall be to replace or refund defective Products. Neither Customer nor Adapt Pharma shall be liable for any indirect, incidental, consequential, or special damages or losses, including lost profits, even if advised of the possibility thereof.
11. Customer has reviewed, and made available to its distributees, the instructions for use, storage, handling, and other information with respect to the Product in accordance with the FDA approved prescribing information, and Customer and its distributees will comply with such instructions and information. Customer shall be responsible for the negligent acts and omissions of its employees, agents, representatives and distributees.
12. The Terms and Conditions and Customer's credit application, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. No changes to the Terms and Conditions will be binding upon Adapt Pharma unless made in writing and signed by Adapt Pharma. In the event of any conflict between these Terms and Conditions and any other agreement or purchase order of Customer, these Terms and Conditions shall govern.
13. Failure of Adapt Pharma to enforce a right does not waive it. If a court of competent jurisdiction finds that any provision of the Terms and Conditions is invalid or unenforceable, the other provisions of these Terms and Conditions will remain in full force and effect.

Please describe the intended use of NARCAN® Nasal Spray:

Opioid Overdose

Richard Martin MD

Name of Authorized Representative

Police Physician Specialist

Title

[Signature]

Signature

SFPD

Name of Organization

(a) First Responder

Type of Qualified Entity (please select from list above)

9/18/2017

Date