PROCUREMENT AND ADMINISTRATION OF NALOXONE

The Board of Education may procure naloxone for use in emergency situations.

Employees, volunteers, or contractors of the Board ("authorized individuals") may administer naloxone to an individual who is apparently experiencing an opioid-related overdose, in accordance with the written protocol established by a physician for the Board, if all of the following conditions are met:

- 1. The naloxone is obtained from the Board;
- 2. The authorized individual complies with the protocol established by the authorizing physician; and
- 3. The authorized individual summons emergency services as soon as practicable, either before or after administering the naloxone.

A copy of the current protocol established for administering naloxone is attached to this Board Policy.

The Board is not liable for or subject to damages in any civil action, prosecution in any criminal proceeding, or professional disciplinary action for injury, death, or loss to person or property that allegedly arises from an act or omission associated with procuring, maintaining, accessing, or using naloxone pursuant to this policy. This policy does not eliminate, limit, or reduce any other immunity or defense that the Board or an employee, volunteer, or contractor of the Board may be entitled to under Chapter 2305 or any other provision of the Ohio Revised Code or under the common law of Ohio.

LEGAL REFS: O.R.C. §§4729.514; 4731.943

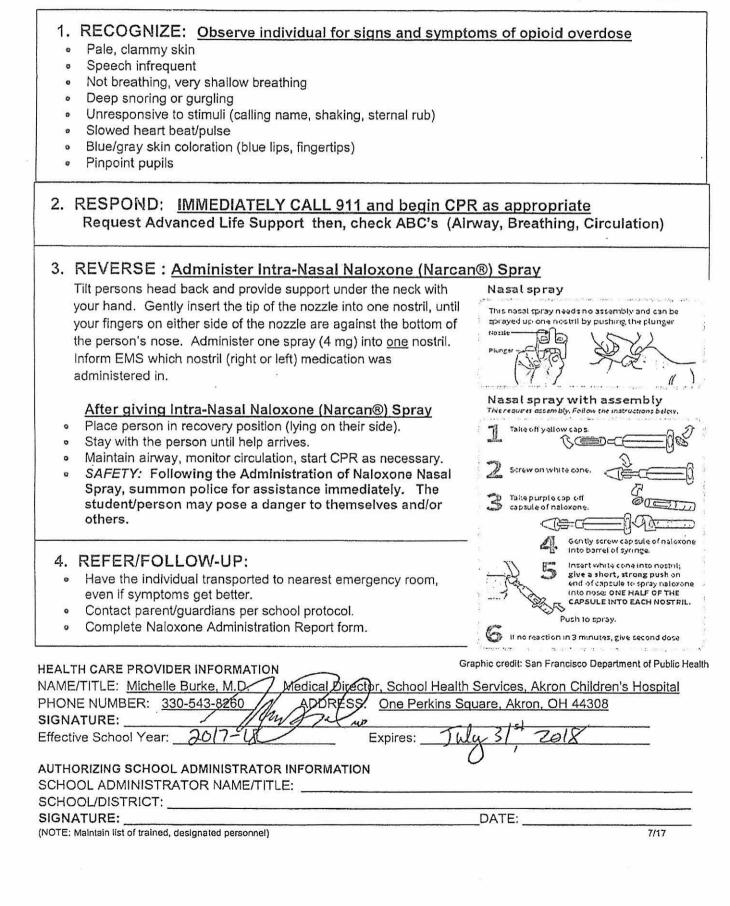
Adopted: November 20, 2017



STANDING ORDER/PROTOCOL FOR ADMINISTERING NALOXONE (Narcan®)

School Health Services

Adapted from NASN Toolkit



To:33782

Terms and Conditions Narcan[®] Nasal Spray at Public Interest Price (Please email or fax a signed copy of these Terms and Conditions) Email: <u>customersorvice@adaptpharma.com</u> Fax: 484.367.7815

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

- 1. The Customer is 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; provided, invover, that none of the above described entities shall seek reimbursement for the Product. Notwillstanding the foregoing, the Customer shall be subject to Adapt Pharma's final approval in its sole discretion.
- 2. The Customer shall only purchase, receive and use the Product in necordance 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.
- 3. The Product purchased at the Public Interest Price may only be used by the Customer, and may not be submitted for reimbursement of any type, including, without limitation, private pay, commercial, government authority, agency or otherwise.
- 4. The transfer or sale of the Product purchased at the Public Purchase Price to any other party constitutes a material breach of these Terms and Conditions. In such event, Adapt Pharma, among its other rights and remedies, may immediately disqualify the entity in breach from purchasing the Product.
- 5. The Product purchased at the Public Interest Price is not returnable or refundable.
- Minimum order quantity is 48 units (4 cases). Please contact Adapt Pharma for alternative access points if your expected volume is lower than the minimum order.
- 7. 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 thirty (30) days after the invoice date. The Customer agrees to roview all invoices upon receipt and to notify Adapt Planma, in writing within twenty (20) days of the invoice of any disputes. If such written notice is not received, the invoice will be deemed to be final and fully payable. Late payments are subject to a into payment charge at the rate of one and one half percent (1.5%) per month of the amount due (but not to exceed the maximum lawful ground).
- Adapt Pharms 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.
- 9. 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.
- 10. All orders are subject to acceptance by Adapt Pharma, Adapt Pharma may fulfill or reflexe or otherwise limit orders at its sole discretion.
- 11. All of the information provided by the Qualified Purchaser is true, complete and accurate.
- 12. The foregoing muy be in addition to further tenns and conditions by Adapt Pharma and/or its third party vendor related to the sale of the Product.
- 13. The Customer shall indemnify and hold harmless Adapt Pharma from and against any claims, actions, damages, liabilities and loses, including reasonable attorneys' fees, which may directly or indirectly result from or relate to death, bodily injury or property damage from the use of the Product, or an act or omission of Customer, or a breach of any representation, warranty, covenant, or obligation of Customer.
- 14. Adapt Pharma makes no expressed or implied warranties with respect to the Product, including, without limitation, any warranty of merchanability, non-infringement or fitness for a particular purpose.
- 15. In no ovent shall Adapt Phanna be liable whether in contract or tort or otherwise, for any indirect, incidental consequential, or special damages or losses of any nature or for lost revenue, lost profits or lost business arising out of customer's purchases or the use of the product or Adapt Phanna's failure to deliver ordered product, even if advised of the possibility thereof. In no event shall Adapt Phanna's liability exceed the amount actually puid by the Customer for such order.
- 16. The Terms and Conditions and all conununications, disputes and performance haroander shall be governed by the laws of the State of Pennsylvania, without regard to conflict-of-laws principles. The United States District Court for the Eastern District of Pennsylvania and the courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction over any dispute that arises under the Terms and Conditions.
- 17. The Tenus 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. Adapt Pharma reserves the right to modify the Terms and Conditions willout notice.
- 18. 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 the Terms and Conditions will remain in full force and effect.

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Please describe the intended use of NARCANO Nasal Spray:

Name of Organization 6.0 Type of Qualified Eauty (please select from list above)

Revised 9.18.2016

09-11-17;11:17AM; From: Sports Med Clinic

To: 33782

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Free NARCAN® Nasal Spray High School Program Order and Terms and Conditions

The High School and/or State School District identified below (herein, the "School") hereby acknowledges and agrees the NARCAN® (naloxone hydrochloride) Nasal Spray 4mg ("NARCANO", NDC # 69547-353-02) will be made available by Adapt Pharma, Inc. ("Adapt Pharma") and distributed through Smith Medical Partners, LLC ("SMP") to the School free of charge under the Free NARCAND This program is conditioned upon the undersigned completing the following (naloxone hydrochloride) High School Program. certification and the School represents and warrants to Adapt Pharma and SMP the following:

- 1. The undersigned is a school or school district whose primary purpose is education for students in grades 9 through 12 and is licensed as an educational facility.
- 2. The School will only purchase, receive and use NARCAN® in accordance with all applicable laws, rules and regulations. In addition, the School will provide to Adapt and/or SMP the appropriate medical license of the registered medical advisor representing the School.
- 3. The School is solely responsible for the proper and safe usage of the product, and training of any school personnel who administer NARCAN® and will indemnify Adapt Pharma and SMP against any and all claims regarding the administration of the NARCAN® product.
- 4. NARCAN® received by the School will be for the School's own use and the School shall not sell or transfer NARCAN® received pursuant to the Free NARCAN® High School Program to any non-school third party.
- 5. NARCAN@ (naloxone hydrochloride) 4mg nasal spray received under this program is not returnable or refundable.
- 6. The order quantity pursuant to the Free NARCAN® (naloxone hydrochloride) High School Program is limited to one unit per School.
- 7. Adapt Pharma will fulfil or refuse orders, or amend the Terms and Conditions, or discontinue the Free NARCAN@ Program, at its sole discretion. The individual signing the Purchase Order and Terms and Conditions has all requisite authority to do so on behalf of the School. All of the information provided by the School is true, complete and accurate.

Please fax/scan the signed completed Certification Form to Smith Medical Partners, LLC For program questions, please call Adapt Pharma @ 844-462-7226

FAX Number: (630) 622-4955	Scan/Email: adaptschool@smpspecialty.com
Authorized Representative	School / School District
Michalle Bulke MD Prinz Name Signature 9/11/17 Date	Name of School / District
	Address
	City, State, Zipcode
35. 0929(3 Prescriber License # / State	Telephone Number Contact Person
	Email

If the requesting organization is a School District representing multiple/individual schools, a listing of all schools that will receive the free NARGAN@ product must be provided.

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Free NARCAN[®] Nasal Spray High School Program Order and Terms and Conditions

NARCAN NASAL SPRAY INDICATION AND IMPORTANT SAFETY INFORMATION

INDICATIONS

NARCAN® (naloxone hydrochloride) Nasal Spray is an opioid antagonist indicated for the emergency treatment of known or suspected opioid overdose, as manifested by respiratory and/or central nervous system depression. NARCAN® Nasal Spray is intended for immediate administration as emergency therapy in settings where opioids may be present. NARCAN® Nasal Spray is not a substitute for emergency medical care.

IMPORTANT SAFETY INFORMATION

NARCAN@ Nasal Spray is contraindicated in patients known to be hypersensitive to naloxone hydrochloride.

Seek emergency medical assistance immediately after initial use, keeping the patient under continued surveillance.

<u>Risk of Recurrent Respiratory and CNS Depression</u>: Due to the duration of action of naloxone relative to the opioid, keep the patient under continued surveillance and administer repeat doses of naloxone using a new nasal spray with each dose, as necessary, while awaiting emergency medical assistance.

<u>Risk of Limited Efficacy with Partial Agonists or Mixed Agonists/Antagonists</u>: Reversal of respiratory depression caused by partial agonists or mixed agonists/antagonists, such as buprenorphine and pentazocine, may be incomplete. Larger or repeat doses may be required.

<u>Precipitation of Severe Opioid Withdrawal</u>: Use in patients who are opioid dependent may precipitate opioid withdrawal characterized by body aches, diarrhea, increased heart rate (tachycardia), fever, runny nose, sneezing, goose bumps (piloerection), sweating, yawning, nausea or vomiting, nervousness, restlessness or irritability, shivering or trembling, abdominal cramps, weakness, and increased blood pressure. In neonates, opioid withdrawal may be life-threatening if not recognized and properly treated and may be characterized by convulsions, excessive crying, and hyperactive reflexes. Monitor for the development of opioid withdrawal.

<u>Risk of Cardiovascular (CV) Effects</u>: Abrupt postoperative reversal of opioid depression may result in adverse CV effects. These events have primarily occurred in patients who had pre-existing CV disorders or received other drugs that may have similar adverse CV effects. Monitor these patients closely in an appropriate healthcare setting after use of naloxone hydrochloride.

The following adverse reactions were obsorved in a NARCAN Nasal Spray clinical study: increased blood pressure, musculoskeletal pain, headache, nasal dryness, nasal edema, nasal congestion, and nasal inflammation.

See Instructions for Use and full prescribing information in the use of this product. Click here

To report SUSPECTED ADVERSE REACTIONS, contact Adapt Pharma, Inc. at 1-844-4NARCAN (1-844-462-7226) or FDA at 1-800-FDA-1088 or www.fda.gov/medwatch.

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