

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15143 OC

PAGE 1 of 2	ORDER DATE 06/18/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 2578007	
VENDOR ADDRESS: ADAPT PHARMA INC 100 MATSONFORD RD BLD 4 STE 201 RADNOR PA 19087-4591	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2019 THROUGH JUNE 30, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from MMCAP Contract MMS16000

Contract to supply and deliver Narcan Nasal Spray through a prime vendor program to State of Nebraska agencies for the period of July 01, 2019 through June 30, 2020, with the option to renew for one (1) additional one (1) year period per the terms, conditions and specifications of the "Request for Proposal".

Payment Terms: Net 30 days, no government purchase cards are accepted.

For State Agencies - Using facilities must be a member of MMCAP Infuse. If you are not a member of MMCAP Infuse, contact State of Nebraska MMCAP Infuse Procurement Contact René A. Botts via email rene.botts@nebraska.gov or by phone (402)471-0971 to find out how to become a member.

Adapt Pharma, Inc. is the manufacturer of the man-made opioid antagonist Narcan. Each facility will be assigned an individual Narcan Pharma, Inc. account. A facility may apply for an account by completing the forms in the documentation attached to this contract.

For the File - This RFP and Contract was bid and awarded by the Materials and Management Division of the State of Minnesota with the input of the members of the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) of which Nebraska is a member. All backup bids, etc. are retained by Minnesota.

Submit orders to: Customer Service
Phone: 1-844-462-7226
Email: customerservice@adaptpharma.com

Ordering Assistance: Michael Bauman, MMCAP Infuse Senior Account Executive
Phone: 612-209-7972
Email: Michael.baumann@state.mn.us

(vc 4/5/19)

This is the first renewal of the contract per the MMCAP contract being extended. (ms 06/18/19)

4/18/19
René A. Botts 6/18/2019
BUYER
MATERIEL ADMINISTRATOR
6/18/19

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BUSINESS UNIT 9000		BUYER RENE BOTTS (AS)	
VENDOR NUMBER: 2578007			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	NARCAN 4MG NASAL SPRAY NDC 69547-0353-02 Each package contains two (2) doses Minimum order of twelve (12) packages for total of (24) doses.	40,000.0000	PK	75.0000

BUYER INITIALS



MMCAP Your ONE Source for NARCAN and Med Supplies!

Government Serving Government:

MMCAP is under the MN Department of Administration and is the only government entity GPO. Membership is free, participation is voluntary. Contracts are exclusively for government facilities providing healthcare services. MMCAP has members in all 50 states delivering collective purchasing power and careful contract management to ensure low prices and high value for all our members.

Get Your MMCAP ID by contacting us at MMCAP.Membership@state.mn.us



Vendor Name	NDC	Description	Packaging	Contract Price
Adapt Pharma	69547-0353-02	Narcan 4 mg Nasal Spray	2 each	\$75

Purchasing Options:

Direct--Narcan Nasal Spray is now available directly from Adapt at the MMCAP contract price.
Wholesaler--Narcan is also available through Cardinal and Morris & Dickson with a COG Discount.

Ordering from Adapt:

- Complete the Declaration Form (See MMCAP web site)
- Provide a standing order for Narcan signed by a prescribing practitioner (See MMCAP website)
- Call Adapt's Customer Service Department at 844-462-7226 or e-mail customerservice@adaptpharma.com
- Let them know you are an MMCAP member and give them your ID number
- Minimum order of 12 units (24 Doses) in multiples of 12
- Credit applications not required for government entities
- All forms needed for ordering Narcan are posted on MMCAP's website in the Contract Documents section
- Shipping terms are FOB Destination and orders will be shipped via Fed-Ex 2-day delivery
- Orders are shipped Monday through Wednesday only, for delivery on Wednesday, Thursday, or Friday
- Adapt will invoice members net 30 days
- Adapt does not accept credit cards or P-cards
- Product is non-returnable

For questions about ordering or Narcan Nasal Spray, please contact your regions Senior Account Executive (SAE) or Renata Vaschevici, Renata.Vaschevici@state.mn.us.

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CONTRACT NUMBER
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PAGE 1 of 2	ORDER DATE 04/02/19
BUSINESS UNIT 9000	BUYER RENE BOTTS (AS)
VENDOR NUMBER: 2578007	
VENDOR ADDRESS: ADAPT PHARMA INC 100 MATSONFORD RD BLD 4 STE 201 RADNOR PA 19087-4591	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 04, 2019 THROUGH JUNE 30, 2019

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Awarded from MM CAP Contract MMS 16000

Contract to supply and deliver Narcan Nasal Spray through a prime vendor program to State of Nebraska agencies for the period of April 4, 2019 through June 30, 2019, with the option to renew for two (2) additional one (1) year periods per the terms, conditions and specifications of the "Request for Proposal".

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Ordering Assistance: Michael Bauman, MMCAP Infuse Senior Account Executive
Phone: 612-209-7972
Email: Michael.baumann@state.mn.us
(vc 4/02/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
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4/3/19

 Rene A. Botts
 BUYER
 4/2/2019
 MATERIEL ADMINISTRATOR

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	Minimum order of twelve (12) packages for total of (24) doses.			



RAB
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For questions about ordering or Narcan Nasal Spray, please contact your regions Senior Account Executive (SAE) or Renata Vaschevici, Renata.Vaschevici@state.mn.us.

**STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY**

This Contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and **Adapt Pharma, Inc.**, 100 Matsonford Road, Building 4, Suite 201, Radnor, PA 19087 ("Vendor").

Pursuant to Minnesota Statutes Section 16C.03, the Commissioner of Administration may enter into this contract on behalf of MMCAP for the benefit of its members.

MMCAP is a group purchasing organization as defined in 42 U.S.C. § 1320a-7b(b)(3)(c) and maintains that it is structured to comply with the requirements of the Safe Harbor regulations regarding payments to group purchasing organizations set forth in 42 C.F.R. § 1001.952(j). MMCAP consists of government-run health care facilities and contracts for pharmaceuticals and certain health care products for its members' use. Participation in MMCAP is limited to government facilities such as state agencies, counties, cities, townships, and school districts, as well as other statutorily authorized facilities.

The Vendor wishes to contract with MMCAP to supply products to MMCAP Participating Facilities.

1 Term of Contract

1.1 Effective date: September 1, 2016, or the date MMCAP obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date: June 30, 2019, or as cancelled pursuant to Article 19. Contract may be extended upon mutual agreement of both parties.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Contract: 5. Liability; 6. State Audits; 7. Government Data Practices and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Contracted Products

2.1 Product Availability.

2.1.1 The Vendor will supply the Products at the prices listed in Attachment A (Products), which is attached and incorporated, to MMCAP Participating Facilities via MMCAP's Authorized Wholesalers, Cardinal Health and Morris & Dickson; additional Authorized Wholesalers may be added upon mutual agreement of both parties. Vendor will notify MMCAP's Authorized Wholesalers of all product and pricing identified in Attachment A.

2.1.2 All sales at the Contract price must be through MMCAP's Authorized Wholesalers unless previously authorized in writing by MMCAP. Direct Contract sales to MMCAP Participating Facilities without written authority may result in immediate termination of this Contract at the sole discretion of MMCAP.

2.1.3 Vendor must establish and maintain chargeback agreement(s) with MMCAP's Authorized Wholesalers.

2.1.4 It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the needs of the MMCAP Participating Facilities.

2.1.5 Vendor must notify MMCAP immediately of any issues (e.g., failure to negotiate terms, etc.) with Authorized Wholesalers that could affect Product availability. Notices must be sent to:

MMCAP.Contracts@state.mn.us.

2.2 Reserved

2.3 FDA-Certified Drug Application. The Vendor acknowledges that each Product has, if required by law, an FDA-certified New Drug Application, an Abbreviated New Drug Application, or a Biologics License Application on file and accepts the liability with which such application confers. The Vendor guarantees to furnish no Product under this Contract that is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or as required by each member state's Board of Pharmacy.

2.4 Pricing.

2.4.1 Public Interest Pricing (PIP):

The PIP price on Attachment A may be changed by providing MMCAP written notice of the price change by 4 PM Central Time the business day prior to the effective date. Notices of price changes must be sent to:

MMCAP.Contracts@state.mn.us and contain information specified in Section 2.7.1. Any product purchased at the PIP is not returnable or refundable.

2.4.2 In the event Vendor does not notify MMCAP of a price increase, Vendor must honor Authorized Wholesalers' chargebacks for the most recent previous price until such time as MMCAP receives notice of the price increase.

2.4.3 In order for Vendor to receive right of first refusal on post-180 calendar day new generic products (e.g., authorized generics), the new generic product must be offered to MMCAP as a contracted Product at least 150 calendar days before the expiration of the 180 calendar day exclusivity period. Failure to do so waives the right of first refusal.

2.4.4 MMCAP reserves the right during the term of the Contract to award or dual award Products based on the following: family awards, product formulations, (e.g., alcohol free/sugar free, flavor, product, size), packaging type based on facility need (e.g., non-metal tubes for correctional facilities, etc.), drugs not carried by MMCAP Authorized Wholesalers due to "pedigree law" requirements, drugs not eligible for reimbursement by Medicaid, look-alike/sound-alike products, products with tall-man lettering, products with unit-of-use barcoding, specific products requested by MMCAP Participating Facilities, recall situations, product shortages, failure to supply situations, and in situations that are in the best interest of the MMCAP Participating Facilities.

2.4.5 With the exception of a recall, if the Vendor removes a Product from Attachment A during the term of this Contract, Vendor must provide written notice to MMCAP at least 30 days prior to the removal.

2.4.6 If Vendor elects to submit an offer for a product currently awarded to another vendor, each vendor will be permitted one best and final offer. If Vendor's awarded product is challenged by another vendor, each vendor will be provided one best and final offer.

2.5 Failure to Supply (FTS) Contracted Pharmaceuticals.

2.5.1 If Vendor fails to maintain sufficient inventory to meet the anticipated needs of MMCAP Participating Facilities for any Products, the ordering MMCAP Participating Facility may purchase an alternate product on the open market for the period in which the Vendor is unable to provide the Product.

2.5.2 If Vendor cannot supply sufficient quantities, MMCAP may at its discretion add an additional vendor(s) as needed to meet the needs of its members.

2.6 First DataBank, Inc. All contracted prescription Products must have an 11-digit NDC code that is registered with First DataBank, Inc., unless such designation is expressly waived by an MMCAP Authorized Representative. If NDC codes are not applicable (e.g., OTC products), Vendor must use the product's UPC number to create an 11-digit number by adding a zero to the sixth position (e.g., 5-5 [99999-99999] becomes 5-4-2 [99999-0999-99]). If the Product does not have an NDC number or a UPC code, Vendor must use its product number with leading zeroes (e.g., product #90024 = 00000-0900-24). Vendor must report contract status to MMCAP's Authorized Wholesalers using only these approved formats.

2.7 Contract Changes.

2.7.1 *Product Offers and Amendments.* Any changes to this Contract, including but not limited to product additions/deletions, price changes, NDC changes, changes to terms and conditions, etc., must be made in writing as an amendment and must be fully executed by the effective date of the amendment.

Vendor generated Product offers and notifications may be used as amendments to Attachment A by submitting to MMCAP a letter on Vendor's letterhead with the following elements:

- Offer Date
- MMCAP Contract Number
- Action (e.g., addition, deletion, price change, NDC conversion)
- NDC Number
- Product Description
- Packaging
- Contract Price (PIP) if related to a Public Interest Pricing product
- Wholesale Acquisition Cost (WAC) but only if related to a product not subject to PIP

- Pricing Type
- Amendment Effective Date
- Signature of an individual authorized to bind Vendor's change to contract. A typed name, regardless of font, does not constitute a signature.

2.7.2 If the product offer is accepted by MMCAP and is executed by Vendor as well as the authorized State of Minnesota representatives, the product offer letter will automatically amend Attachment A of this Contract; and if not clearly stated on the offer, the effective date will be what is agreed to by the parties and written on the amendment. With regard to Vendor-initiated offers that become amendments, MMCAP will clearly indicate on the offer which products, if any, will **not** be amended into Attachment A. Except as specifically offered by Vendor and accepted in writing by MMCAP, all other terms, conditions, and Products listed in Attachment A will remain in full force and effect. In the event the Vendor is unwilling or unable to provide offers in this format, MMCAP will draft all amendments.

2.7.3 With the exception of price changes which are subject to Article 2.4, Vendor must send confirmation of fully executed Contract amendment changes, including but not limited to additions/deletions, NDC changes, Product removals, etc., to the MMCAP Authorized Wholesalers within 2 business days of the time that documentation of the change is received by the Vendor from MMCAP. If MMCAP's Authorized Wholesalers do not receive Contract change notification(s), Vendor agrees to honor all chargebacks at the contract price from the effective date indicated on the fully executed Contract amendment.

2.8 MMCAP Participating Facilities.

2.8.1 The Vendor must allow new MMCAP Participating Facilities joining MMCAP to be added to the MMCAP Membership List (password protected and published online at www.mmcap.org) and to access contract prices throughout the term of this Contract. As new MMCAP Participating Facilities are added to MMCAP, the Vendor will be given 7 days from date of notification to implement contract pricing. MMCAP will provide Vendor with monthly e-mail notices announcing that a new MMCAP Membership List has been posted online.

2.8.2 MMCAP reserves the right to add and delete MMCAP Participating Facilities during the term of this Contract.

2.8.3 PIP Eligibility Criteria

All MMCAP members are eligible for PIP. In order to access PIP, the MMCAP Participating Facility must:

- a) Submit to MMCAP a Declaration Form, which is attached and incorporated as Attachment B. MMCAP will maintain a list of MMCAP Participating Facilities eligible for PIP and will communicate this information to Vendor in a mutually agreeable manner. MMCAP will receive completed Declaration Forms from MMCAP Participating Facilities and submit these to Vendor. Vendor has 3 business days to notify MMCAP of any ineligibility; otherwise, the MMCAP Participating Facility will be eligible for Contract pricing and Vendor will send communication of eligibility to the MMCAP-Authorized Wholesalers. Vendor retains sole control of the PIP Eligibility Criteria and may remove an MMCAP Participating Facility that does not meet the PIP eligibility criteria upon notice to MMCAP.
- b) Not seek third party reimbursement of any kind for the Product.
- c) The Product must be purchased for the member's own use, including uses by the members' employees and agents, however in no event will the product be resold by any member and/or its employees or agents.

Vendor reserves the right to audit MMCAP Participating Facilities to ensure the Product purchased at the PIP meets the criteria of the Declaration Form.

2.8.4 Deleted in its entirety

2.8.5 Deleted in its entirety

2.8.6 Vendor must notify MMCAP at least 30 days prior to removing any MMCAP Participating Facilities from contract pricing. Notices must be sent to: MMCAP.Contracts@state.mn.us. If MMCAP does not receive notification that an MMCAP Participating Facility has been removed from contract pricing, Vendor will honor pricing until 30 days after such notice is provided to MMCAP.

2.9 Administrative Fee. In consideration for the reports and services provided by MMCAP, the Vendor will pay an administrative fee on all contract purchases (minus any credits) made through the MMCAP Authorized Wholesalers. The Vendor will submit a check payable to "State of Minnesota, MMCAP Program" for an amount equal to 2% of MMCAP Participating Facilities' purchases for all Products. The administrative fee must be paid as soon as is reasonable after the end of each month, but no later than 45 calendar days after the end of the month. Payments must be sent to MMCAP, 50 Sherburne Avenue, Suite 112, St. Paul, MN 55155. The vendor must

submit a monthly Administrative Fee Data Report that includes both direct (sales made direct from vendor to MMCAP facility) and indirect purchases (sales made through an MMCAP Authorized Wholesaler). The monthly Administrative Fee Data Report must contain the fields detailed below. All Administrative Fee Data Reports must be sent to: Mn.MMCAP@state.mn.us at the end of each month, but no later than 30 days after the end of the month. Failure to comply with this provision may constitute breach of this Contract. MMCAP reserves the right to collect interest on payments 45 days past due at a rate consistent with Minn. Stat. § 16D.13.

Administrative Fee Data Report fields:

- MMCAP Assigned Authorized Wholesaler Number (Cardinal=0301, AmerisourceBergen=0401, Morris & Dickson=0701)
- MMCAP Assigned Manufacturer Number (1333)
- Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
- Invoice Date (Point of Sale Date)
- Invoice Number
- MMCAP Participating Facility Name
- Vendor's Account Number for the MMCAP Facility
- MMCAP Participating Facility DEA Number, if applicable
- MMCAP Participating Facility HIN Number, if applicable
- MMCAP Participating Facility Address
- MMCAP Participating Facility City
- MMCAP Participating Facility State
- Product's NDC (Use all 11 digits (69547035302))
- Product Name (e.g. Narcan 4 mg Nasal Spray)
- Credit Indicator (C = credit)
- Contracted Units (The number of units purchased on contract.)
- MMCAP Contracted Unit Price
- Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.030))
- Vendor Contracted Sales (Contracted Units * Contracted Unit Price. Report in dollars.)
- Administrative Fee Payment Amount (Administrative Fee Decimal Percentage * Vendor Contracted Sales. Report in dollars)

In the event the Vendor is delinquent in any undisputed administrative fees, MMCAP reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event the contract is cancelled by either party prior to the contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

2.10 Returned Goods/Credits. The Vendor will supply a copy of its returned goods/credit policy to MMCAP and/or MMCAP's Authorized Wholesalers upon request. Products purchased at the PIP are not returnable or refundable.

2.11 Reserved.

2.12 DEA Number and HIN Numbers. Unless the MMCAP Participating Facility purchases controlled substances, the Vendor may not require that an MMCAP Participating Facility have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from MMCAP Participating Facilities.

2.13 Product Use. All items acquired by MMCAP Participating Facilities under this Contract are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise. The unauthorized transfer or sale of any Products purchased at the PIP to any other unauthorized party constitutes a violation of these Terms and Conditions and is a material breach thereof. In such event, Vendor may immediately disqualify the entity in breach from purchasing Products at the PIP.

2.14 Product Dating. All Products supplied to MMCAP's Authorized Wholesalers or directly to MMCAP Participating Facilities must have an expiration date of at least 12 months later than the delivery date unless the unique stability characteristics of the product require a shorter dating period or supply constraints dictate shorter dated product to be utilized. However, all Products supplied must still be usable on the date received by the

MMCAP Participating Facility.

2.15 Direct Marketing, Advertising, and Offers with Member Facilities. Any direct advertising, marketing, or direct offers with MMCAP Participating Facilities for on- or off- contract products must be approved by MMCAP. Materials should be sent to: MMCAP.Contracts@state.mn.us. Violation of this Article may be cause for immediate cancellation of this Contract and/or MMCAP may reject any proposal submitted by the Vendor in any subsequent solicitations for pharmaceutical and related products.

2.16 Customer Service.

2.16.1 Primary Account Representative. Vendor will assign a Primary Account Representative to MMCAP for this Contract and must provide a minimum of 72 hours advanced notice to MMCAP if that person is reassigned. The Primary Account Representative will be responsible for:

- Proper maintenance and management of the MMCAP Contract, including timely execution of all amendments
- Timely response to all MMCAP inquiries
- Performance of the business review as described in 2.16.2

In the event that the Primary Account Representative is unresponsive and does not meet MMCAP's needs, the Vendor will assign another Primary Account Representative upon MMCAP's request.

2.16.2. Business Reviews. Vendor will perform at least one business review with MMCAP staff per contract year. The review will be at a time that is mutually agreeable to Vendor and MMCAP and at a minimum address the following: a review of sales to members, pricing and contract terms, administrative fees, FDA and DEA issues, supply issues, pipeline update, outstanding contract issues, wholesaler or customer issues, and any other necessary information.

2.17 Dispute Resolution Vendor and MMCAP will handle dispute resolution for unresolved contract eligibility issues using the following procedure:

2.17.1 Notification. The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. And if necessary, MMCAP and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2.17.2 Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP or Vendor may escalate the resolution of the issue to a higher level of management. A meeting will be scheduled with MMCAP and the Vendor's MMCAP Primary Account Representative to review the briefing document and develop a proposed resolution and plan of action. The Vendor will have 30 calendar days to cure the issue.

2.17.3 Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the contract, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP and/or MMCAP members as a result of such failure to proceed will be borne by the Vendor.

2.17.4 MMCAP Rights. In the event MMCAP cannot resolve a dispute with the Vendor, MMCAP may cancel this Contract upon 60 days' written notice to the other party.

2.17.5 No Waiver. This clause will in no way limit or waive either party's right to seek available legal or equitable remedies.

3 Authorized Agent

MMCAP's Authorized Representative is the MMCAP Managing Director, Materials Management Division, Department of Administration, 50 Sherburne Avenue, St. Paul, MN 55155.

The Vendor's Authorized Agent is Jason Jones.

4 Assignment, Amendments, Waiver, and Contract Complete

4.1 Assignment. Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed Assignment Agreement. If the Vendor assigns, sells, disposes, licenses or discontinues a Product during the term of this Contract, Vendor must provide written notice to MMCAP at least 30 days prior to the assignment.

4.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed by both parties. Vendor agrees to use the amendment process set forth in Article 2.7 above.

4.3 Waiver. If MMCAP fails to enforce any provision of this Contract, that failure does not waive the provision or

its right to enforce it.

4.4 Contract Complete. This Contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

5 Liability

The Vendor must indemnify, save, and hold MMCAP but no other person or entity, unless specifically agreed to in writing, harmless from any claims or causes of action, including attorneys' fees incurred by MMCAP, arising out of the performance of this Contract by the Vendor or the Vendor's agents or employees; or injury or death to person(s) or property, alleged to have been caused by some defect in Products under this Contract, when the Product has been supplied, stored, and administered strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this Contract. Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP is not permitted to indemnify the Vendor.

Vendor makes no expressed or implied warranties with respect to the Product, including any warranty of fitness for a particular purpose.

In no event shall vendor 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 Participating Facility's purchases or the use of the Product or Vendor's failure to deliver ordered product.

6 State Audits

Minnesota Statutes Section 16C.05, subdivision 5, requires that, "the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years" from the end of this Contract.

7 Government Data Practices and Intellectual Property

7.1. Government Data Practices. The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MMCAP under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify MMCAP, and consult with the agency as to how the Vendor should respond to the request. The Vendor's response to the request will comply with applicable law. Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract.

7.2. Intellectual Property. The Vendor warrants that any materials or products provided or produced by the Vendor or utilized in the performance of this Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP, MMCAP will promptly notify the Vendor.

8 Publicity and Endorsement

8.1 Publicity. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

8.2 Endorsement. The Vendor must not claim that MMCAP endorses its products or services.

9 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Contract are clearly inconsistent therewith, this Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this Contract entails delivery or performance of services, such services will be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

10 Antitrust

The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

11 Force Majeure

Neither party to this Contract will be held responsible for delay or default caused by fire, riot, war, or acts of God.

12 Severability

If any provision of the resulting Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting Contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

13 Default and Remedies

Either of the following constitutes cause to declare the Contract or any order under this Contract in default:

- (a) Nonperformance of contractual requirements, or
- (b) A material breach of any term or condition of this Contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

If the default remains after the opportunity for cure, the nondefaulting party may:

- (a) Exercise any remedy provided by law or equity; or
- (b) Terminate the Contract or any portion thereof, including any orders issued against the Contract.

14 Certification

Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act.

15 Data Disclosure

In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota and other MMCAP Participating Facility obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

16 Insurance Requirements

16.1 Vendor must maintain the following insurance (or a comparable program of self-insurance) in force and effect throughout the term of the Contract.

16.2 Vendor is required to maintain and furnish satisfactory evidence of the following insurance (or of their program of self-insurance):

Commercial General Liability Insurance: During the term of this Contract, Vendor will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and

for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Contract.

Insurance **minimum** limits are as follows:

\$5,000,000 – per occurrence

\$5,000,000 – annual aggregate

\$5,000,000 – annual aggregate – Products/Completed Operations

The following coverages must be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

MMCAP named as an Additional Insured

16.3 Additional Insurance Conditions:

- Vendor's policy(ies) must be primary insurance to any other valid and collectible insurance available to MMCAP with respect to any claim arising out of Vendor's performance under this Contract;
- If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor will notify MMCAP within 5 business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days' advance written notice to MMCAP;
- Vendor is responsible for payment of Contract related insurance premiums and deductibles;
- If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
- Vendor will obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Contract.

16.4. MMCAP reserves the right to immediately terminate the Contract if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP, and copies of policies must be submitted to MMCAP's authorized representative upon written request.

17 Laws and Regulations Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minnesota Statutes Section 181.59 and Minnesota Statutes Chapter 363A prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.

18 Affirmative action requirements for contracts in excess of \$100,000 and if Vendor has more than 40 full-time employees in Minnesota or its principal place of business. The State of Minnesota intends to carry out its responsibility for requiring affirmative action by its vendors.

18.1 Covered contracts and Vendors. If the Contract exceeds \$100,000 and Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then Vendor must comply with the requirements of Minnesota Statutes Section 363A.36 and Minnesota Rules 5000.3400-5000.3600. If Vendor is covered by Minnesota Statutes Section 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, it must certify that it is in compliance with federal affirmative action requirements.

18.2 Minnesota Statutes Section 363A.36. Minnesota Statutes Section 363A.36 requires Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of

compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

18.3 Minnesota Rules 5000.3400-5000.3600.

(a) *General.* Minnesota Rules 5000.3400-5000.3600 implements Minnesota Statutes Section 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rules 5000.3400-5000.3600 including, but not limited to, Minnesota Rules 5000.3420-5000.3500 and 5000.3552-5000.3559.

(b) *Disabled Workers.* Vendor must comply with the following affirmative action requirements for disabled workers.

(1) Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of Vendor's noncompliance with the requirements of this article, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Vendor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(c) *Consequences.* The consequences for Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State of Minnesota.

(d) *Certification.* Vendor hereby certifies that it is in compliance with the requirements of Minnesota Statute Section 363A.36 and Minnesota Rules 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

19 Cancellation. MMCAP or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or services satisfactorily performed or Products supplied through the Contract cancellation date.

Balance of page intentionally left blank.

1. ADAPT PHARMA, INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Michael King*
Title: President, US operations
Date: 8-22-16

By: _____
Title: _____
Date: _____

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: *Dickie A. L. Burandt*
Title: SPA Coordinator
Date: 8-22-2016

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: *Heather Platt*
Title: _____
Date: Aug. 22, 2016

Attachment B

ADAPT Pharma, Inc.
Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)
Public Interest Pricing (PIP) Declaration Form
Send Completed Form to MMCAP at MMCAP.Contracts@state.mn.us

MMCAP Member: _____
To be valid, the form must be completed by an individual authorized to bind the Member.

Address: _____

City, State, Zip Code: _____

Phone #: _____ **HIN#:** _____ (if unknown, MMCAP will insert HIN)

MMCAP Member is electing to purchase ADAPT's Narcan Nasal Spray (Product) under the terms of the ADAPT/MMCAP contract (MMS16000). As long as Member meets the Eligibility Criteria below, Contract pricing will be effective the date this Declaration is signed.

Eligibility Criteria:

In order to access PIP, the Member must:

- a) Submit this Declaration Form to MMCAP; and
- b) Not seek third party reimbursement of any kind for the Product, including Medicaid or any commercial insurance.

ADAPT retains sole control of PIP eligibility criteria and may remove an MMCAP Member from PIP if it does not meet the eligibility criteria stated above.

Product Use:

All items acquired by MMCAP Members under MMS16000 are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise. The unauthorized transfer or sale of any Products purchased at the PIP to any other unauthorized party constitutes a violation of MMS16000 and is a material breach thereof. In such event, Adapt may immediately disqualify the MMCAP Member in breach from purchasing Products at PIP.

Additional Terms:

In exchange for PIP on Product(s) under MMS16000:

- a) Any product purchased is not returnable or refundable;
- b) Adapt does not provide indemnity to the Member; and
- c) Adapt reserves the right to audit Member to ensure compliance with the Eligibility Criteria.

By signing below, Member acknowledges the requirements of this Declaration Form and certifies it meets the Eligibility Criteria.

By: _____
Authorized Representative of Member
(Signature)

Title of Authorized Representative

Authorized Representative of Member
(Printed Name)

Date

*ADAPT retains the sole right to determine eligibility of Member signing this Agreement.
Send Completed Form to MMCAP at MMCAP.Contracts@state.mn.us*

AMENDMENT NO. 1 TO MMCAP CONTRACT NO. MMS16000

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Adapt Pharma, Inc., 100 Matsonford Road, Building 4, Suite 201, Radnor, PA 19087 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS16000 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment (1922RV)

When signed the following revisions will be in effect.

Revision 1: Section 2.1.2 of the Original Contract is deleted in its entirety and replaced with the following: Vendor is authorized to sell Products listed on Attachment A, directly to MMCAP Members.

Revision 2: Section 2.2 of the Original Contract is amended as follows:

2.2 Direct Orders.

2.2.1 Customer Service

Vendor's Customer Service can be contacted at 1-844-7226 or customerservice@adaptpharma.com.

2.2.2 Ordering Information

To purchase directly, MMCAP Participating Facilities will provide Vendor with one of the following documents:

- Standing order signed by a physician; OR
- Letter of Authorization signed by a physician, physician assistant, or nurse practitioner. This Letter of Authorization is attached and incorporated into this Amendment as Attachment C; OR
- Copy of the MMCAP Participating Facility's state pharmacy license. If the address on the pharmacy license is different from the address the units of product are shipping to, the Letter of Authorization will be completed by a pharmacist authorized to sign such document on behalf of the MMCAP Participating Facility.

To start the account set-up process, MMCAP Participating Facilities must submit the above documentation to Vendor's Customer Service by fax at 484-367-7815 or by email at customerservice@adaptpharma.com. MMCAP Participating Facilities must allow 2 business days to process the account set up once Vendor has all appropriate documentation, referenced above.

Vendor has a minimum order quantity of 48 units and product unit orders must be in multiples of 12, as the product is packaged 12 units to a case. It is at the Vendor's discretion to accept orders when the quantity ordered is less than the minimum quantity.

Credit applications will only be required for MMCAP Participating Facilities that are not a government entity. The Credit Application is attached and incorporated as Attachment D.

2.2.3 Shipping

Shipping terms are FOB Destination. Once the Vendor sets up an account for the MMCAP Participating Facility and the order is processed, the units will be shipped via FedEx 2-day delivery. Orders are shipped Monday, Tuesday, Wednesday only for delivery Wednesday, Thursday, Friday.

2.2.4 Payment

MMCAP Participating Facilities will be invoiced by Vendor and have 30 days to pay the invoice. The Vendor will not accept credit cards or government purchase cards.

AMENDMENT NO. 1 TO MMCAP CONTRACT NO. MMS16000

2.2.5 Remittance:

MMCAP Participating Facilities will remit payment for the product purchased directly from Vendor to the following address:

ADAPT Pharma Inc.
Attn: Traci Riley (traci.riley@adaptpharma.com)
PO BOX 65030
Baltimore, MD 21264

2.2.6 Vendor's FEIN: 36-4778238.

2.2.7 Inspections and Acceptance. Vendor shall prepay all carrier charges and insurance against the MMCAP Participating Facility's risk of loss or damage to Vendor's products during shipment and delivery. Upon receipt of the product, MMCAP Participating Facilities will inspect the product for any damage to Vendor's product. If product arrives in broken or damaged condition, the MMCAP Participating Facility must insist upon FedEx's agent noting the damage on the delivery receipt. Within seven (7) business days of the receiving date, the MMCAP Participating Facility shall report to Vendor any in-transit loss or shortage of Vendor products. If appropriate, Vendor must issue credit for and/or replace product for any lost or shorted orders.

2.2.8 Returns. Narcan Nasal Spray purchased at the MMCAP Contract price is not returnable.

2.2.9 Member Purchase Orders. MMCAP Members may use their own forms for Purchase Orders. To the extent that the terms of any form conflict with the terms of this Contract, the terms of this Contract supersede. Notwithstanding the foregoing, the Vendor reserves the right to dispute any discrepancies arising from additional terms and conditions in the MMCAP Member's Purchase Orders. Each MMCAP Member will be responsible for payment of goods and services provided by Vendor; and the MMCAP Office will have no liability for any unpaid invoice of any MMCAP Facility. Vendor agrees to invoice the MMCAP Member for all products shipped or services provided. Vendor will accept Electronic Funds Transfer (EFT) for payment. At the time of new account set up, the MMCAP Member will initiate this process with its bank.

2.2.9(a) Funds available and authorized/non-appropriation.

By submitting a Purchase Order the MMCAP Member represents it has sufficient funds currently available and authorized for expenditure to finance the costs of the Purchase Order.

2.2.9(b) Termination of Individual Purchase Orders.

MMCAP Members may terminate individual Purchase Orders prior to shipment, in whole or in part, immediately upon written notice to Vendor.

2.2.9(c) Jurisdiction and Venue of Purchase Orders.

With respect to the MMCAP Member's Purchase Order, upon completion of the Dispute Resolution process outlined in this Contract, and solely with the prior written consent of MMCAP and the State of Minnesota Attorney General's Office, the MMCAP Member may bring a claim, action, suit or proceeding against Vendor. The MMCAP Member's request to MMCAP to bring the claim, action, suit, or proceeding must state the initiating party's desired jurisdiction, venue and governing law.

Upon completion of the Dispute Resolution process outlined in this Contract, the Vendor may bring a claim, action, suit or proceeding against MMCAP Member, in Vendor's sole discretion.

AMENDMENT NO. 1 TO MMCAP CONTRACT NO. MMS16000

Revision 3: Section 2.4.1 *Public Interest Pricing* of the Original Contract is deleted in its entirety and replaced with the following section 2.4.1:

2.4.1 MMCAP Contract Pricing:

The MMCAP Contract Price on Attachment A may be changed by providing MMCAP written notice of the price change by 4 PM Central Time the business day prior to the effective date. Notices of price changes must be sent to: MMCAP.Contracts@state.mn.us and contain information specified in Section 2.7.1. Any product purchased at the MMCAP Contract Price is not returnable or refundable. Any reference to PIP throughout this Contract will be interpreted to mean the MMCAP Contract price.

Revision 4: Section 2.9 Administrative Fee is deleted in its entirety and replaced with the following Section 2.9:

2.9 Purchase Report. The Vendor must submit a monthly Purchase Report that includes both direct (sales made direct from vendor to MMCAP facility) and indirect purchases (sales made through an MMCAP Authorized Wholesaler). The monthly Purchase Report must contain the fields detailed below. All Purchase Reports must be sent to: Mn.MMCAP@state.mn.us at the end of each month, but no later than 30 days after the end of the month. Failure to comply with this provision may constitute breach of this Contract.

Administrative Fee Data Report fields:

- MMCAP Assigned Authorized Wholesaler Number (Cardinal=0301, AmerisourceBergen=0401, Morris & Dickson=0701)
- MMCAP Assigned Manufacturer Number (1333)
- Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
- Invoice Date (Point of Sale Date)
- Invoice Number
- MMCAP Participating Facility Name
- Vendor's Account Number for the MMCAP Facility
- MMCAP Participating Facility DEA Number, if applicable
- MMCAP Participating Facility HIN Number, if applicable
- MMCAP Participating Facility Address
- MMCAP Participating Facility City
- MMCAP Participating Facility State
- Product's NDC (Use all 11 digits (69547035302))
- Product Name (e.g. Narcan 4 mg Nasal Spray)
- Credit Indicator (C = credit)
- Contracted Units (The number of units purchased on contract.)
- MMCAP Contracted Unit Price
- Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.030))
- Vendor Contracted Sales (Contracted Units * Contracted Unit Price. Report in dollars.)
- Administrative Fee Payment Amount (Administrative Fee Decimal Percentage * Vendor Contracted Sales. Report in dollars)

In the event the contract is cancelled by either party prior to the contract's expiration date, the Purchase Report will be due no more than 30 days from the cancellation date.

AMENDMENT NO. 1 TO MMCAP CONTRACT NO. MMS16000

Revision 5: Effective when fully signed, the following new contract article will be added to the Original Contract:


20 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this article, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. ADAPT PHARMA, INC.


The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By:  Matt Rusk
Title: SUP Chief Commercial officer
Date: 10.23.17

By: _____
Title: _____
Date: _____

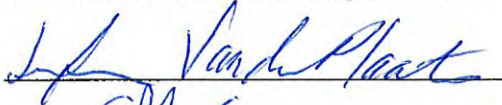
2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: 
Title: SPA Coordinator
Date: 10-24-2017

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: 
Title: SPA-C
Date: 10/26/2017

Date: _____

[MMCAP PARTICIPATING FACILITY LETTERHEAD]
[ADDRESS]
[CITY, STATE, ZIP]
[PHONE NUMBER]

[DATE]

FAX to 484-367-7815
Email to customerservice@adaptpharma.com

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

I, [PHYSICIAN, PHYSICIAN ASSISTANT OR NURSE PRACTITIONER NAME], am the responsible person for purchases made by [FACILITY NAME AND ADDRESS / IF MULTIPLE: PLEASE LIST ALL NAMES AND ADDRESSES] under my state license number [INDICATE STATE LICENSE #]) issued by the State of [INDICATE STATE NAME]

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

[PHYSICIAN'S SIGNATURE]



Credit Application

For internal use only:

Credit limit approved: \$ _____

Determination made by _____

Name: _____ Title: _____

Date: _____

ORGANIZATION'S CONTACT INFORMATION

Organization's legal name (purchaser): _____
 D/B/A (If different from entity legal name above): _____
 Organization's business address: _____
 City: _____ State: _____ ZIP Code: _____

BILLING CONTACT INFORMATION

Name: _____ Title: _____
 Telephone: _____ Email address: _____

ORGANIZATION TYPE & OWNERSHIP

Organization Type
 C - Corporation S - Corporation Partnership LLC Trust/estate
 Government org (Federal) Government org (State) Municipality

Federal Tax ID#: _____ State Tax ID: _____

State of Incorporation: _____

Suits, Liens or judgements

Are there currently any suits, liens, or judgements filed against the organization or its business and has the organization ever filed for bankruptcy: Yes No

If yes, please provide description: _____

Organization Ownership

List the names of the proprietor, partners, or officers of the organization

#	Name	Title	% Ownership	Home Address
1				
2				
3				

ORGANIZATION'S ACTIVITIES

Type of Business

For profit organization:
 First responder Hospital Pharmacy Physician Rehabilitation org. Specialty distributor
 Wholesaler Other _____

Not for profit organization:
 Federal/state agency Foundation Harm org. Hospital Rehabilitation org
 School Trust/estate University Other _____

Is the purchasing organization buying product on behalf of another organization: Yes No

If Yes, please provide the name of the organization: _____

Organization's business address: _____
 City: _____ State: _____ ZIP Code: _____

Please indicate the type of the organization for which the purchasing organization is buying product:

Government agency/dept. (Federal) Government agency/dept. (State) Municipality
 Emergency medical services Fire Dept. Police/Law Enforcement dept. Correction facility
 University School Other _____



NOT-FOR PROFIT ORGANIZATIONS

Is the purchasing organization a not-for-profit organization and purchasing product using funding provided by a Federal/State/County organization: Yes No

If yes, please provide the name of the Federal/State/County organization providing funding: _____

Has the Federal/State/County organization already provided funding for the purchase of product: Yes No

If no, when does the not-for-profit organization expect to receive funding from the Federal/State/County organization: _____

BUSINESS AND CREDIT INFORMATION

Bank name:		
Bank address:	Phone:	
City:	State:	ZIP Code:
Type of account:	Account number:	

BUSINESS/TRADE REFERENCES

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	
Max credit limit:		

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	E-mail:	
Max credit limit:		

FORECASTED PURCHASES

	Product	Frequency	Units of product	Price (\$) per unit	Total amount (\$)
Forecasted initial purchase	Narcan® Nasal Spray	Once off			
Forecasted recurring purchases (e.g. purchases: semi-monthly, monthly, semi-annually or annually)					

Legal entity name: _____
Printed legal entity name

Authorized signatory

Printed Name of signatory

Title of authorized signatory

Date

AMENDMENT NO. 2 TO MMCAP CONTRACT NO. MMS16000

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Adapt Pharma, Inc., 100 Matsonford Road, Building 4, Suite 201, Radnor, PA 19087 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS16000 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment
(1333RV)

Revision 1: Vendor's Customer Service phone number in Section 2.2.1 Customer Service of the Original Contract is deleted and replaced with 1-844-462-7226.

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. ADAPT PHARMA, INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: Executive Director
Date: 12/28/2017

2. STATE OF MINNESOTA FOR MMCAP
In accordance with Minn. Stat. § 16C.03, subd. 3

By: [Signature]
Title: SDA-C
Date: 1/2/2018

3. COMMISSIONER OF ADMINISTRATION
In accordance with Minn. Stat. § 16C.05, subd. 2

By: _____
Title: _____
Date: _____

By: Sara Turnbull, PharmD, BCPS
Title: Pharmacist Sr.
Date: 1-3-18

AMENDMENT NO. 3 TO MMCAP CONTRACT NO. MMS16000

THIS AMENDMENT is by and between the State of Minnesota acting through its Commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and **Adapt Pharma, Inc.**, 100 Matsonford Road, Building 4, Suite 201, Radnor, PA 19087 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS16000 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment (1933RV)

This amendment will be effective when signed, and continue until the end of the term of the Original Contract.

Effective when signed, the State of Michigan would like to access contract MMS16000 for products and pricing included in this contract.

The primary contact individuals are:

For the State of Michigan:

Joy Nakfoor
Category Analyst, Commodities
Central Procurement - Enterprise Sourcing
Michigan Department of Technology, Management, and Budget
525 West Allegan Street 1st Floor NE
Lansing, MI 48933

For Vendor:

Adapt Pharma, Inc.
Attn: Jason Jones
Executive Director
Trade Operations, Pricing, and Contracting
100 Matsonford Road, Building 4, Suite 201
Radnor, PA 19087

For MMCAP:


MMCAP Managing Director
State of Minnesota, MMCAP Program
50 Sherburne Avenue, Suite 122
St. Paul, MN 55155

AMENDMENT NO. 3 TO MMCAP CONTRACT NO. MMS16000

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. Adapt Pharma, Inc

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.


By: 
Title: President, US operations
Date: 1-25-18

3. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

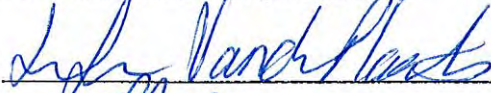
By: Sara Tenbury, PharmD, BCPS
Title: Pharmacist Sr.
Date: 1-25-18

2. State of Michigan

By: 
Title: Chief Procurement Officer
Date: 1/26/18

4. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: 
Title: STP-C
Date: 1/26/2018

James Colangelo
Title: Chief Procurement Officer, DTMB
Central Procurement

AMENDMENT NO. 4 TO MMCAP CONTRACT NO. MMS16000

THIS AMENDMENT is by and between the State of Minnesota acting through its commissioner of Administration ("State") on behalf of the Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and Adapt Pharma, Inc., 100 Matsonford Road, Building 4, Suite 201, Radnor, PA 19087 ("Vendor").

MMCAP has a contract with the Vendor identified as Contract No. MMS16000 (Original Contract). MMCAP and the Vendor are willing to amend the Original Contract as stated below.

Contract Amendment
(1944RV)

In Section 2.2.2 *Ordering Information* of the Original Contract, the following sentence is deleted: "Vendor has a minimum order quantity of 48 units and product unit orders must be in multiples of 12, as the product is packaged 12 units to a case." This sentence is replaced with the following: "Vendor has a minimum order quantity of 12 units, as the product is packaged 12 units to a case."

Except as herein amended, the provisions of the Original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

1. ADAPT PHARMA, INC.

The Vendor certifies that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: Vice President, Tech Operations
Date: 5/2/2018

2. STATE OF MINNESOTA FOR MMCAP

In accordance with Minn. Stat. § 16C.03, subd. 3

By: [Signature]
Title: SPA-C
Date: 5/4/2018

3. COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

By: [Signature]
Title: Pharmacist Sr.
Date: 5-2-18