

OMB Approval No. 1117-0007	U. S. Department of Justice / Drug Enforcement Administration <b>REGISTRANTS INVENTORY OF DRUGS SURRENDERED</b>	PACKAGE NO.
-------------------------------	--	-------------

The following schedule is an inventory of controlled substances which is hereby surrendered to you for proper disposition.

FROM: (Include Name, Street, City, State and ZIP Code in space provided below.)

Signature of applicant or authorized agent  
  
  
  
  


---

 Registrant's DEA Number  
  


---

 Registrant's Telephone Number

**NOTE: CERTIFIED MAIL (Return Receipt Requested) IS REQUIRED FOR SHIPMENTS OF DRUGS VIA U.S. POSTAL SERVICE. See instructions on reverse (page 2) of form.**

NAME OF DRUG OR PREPARATION	Number of Containers	CONTENTS (Number of grams, tablets, ounces or other units per container)	Controlled Substance Control, (Each Unit)	FOR DEA USE ONLY		
				DISPOSITION	QUANTITY	
					GMS.	MGS.
1 <small>Registrants will fill in Columns 1, 2, 3, and 4 ONLY.</small>	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

FORM DEA-41 (9-81)
Previous edition dated 6-86 is usable.
See instructions on reverse (page 2) of form.

# Drug Enforcement Administration Practitioner's Manual

DEA-41 (8/1988) Pg. 2

NAME OF DRUG OR PREPARATION  <small>Registrants will fill in Columns 1, 2, 3, and 4 ONLY.</small>	Number of Containers	CONTENTS <small>(Number of grams, tablets, capsules or other units per container)</small>	Controlled Substance Content, (Each Unit)	FOR DEA USE ONLY		
				DISPOSITION	QUANTITY	
					GMS.	MGS.
1	2	3	4	5	6	7
17						
18						
19						
20						
21						
22						
23						
24						

The controlled substances surrendered in accordance with Title 21 of the Code of Federal Regulations, Section 1307.21, have been received in \_\_\_\_\_ packages purporting to contain the drugs listed on this inventory and have been: \*\* (1) Forwarded tape-sealed without opening; (2) Destroyed as indicated and the remainder forwarded tape-sealed after verifying contents; (3) Forwarded tape-sealed after verifying contents.

DATE \_\_\_\_\_ DESTROYED BY: \_\_\_\_\_

\*\* Strike out lines not applicable.

WITNESSED BY: \_\_\_\_\_

## INSTRUCTIONS

1. List the name of the drug in column 1, the number of containers in column 2, the size of each container in column 3, and in column 4 the controlled substance content of each unit described in column 3; e.g., morphine sulfate tabs., 3 pkgs., 100 tabs., 1/4 gr. (16 mg.) or morphine sulfate tabs., 1 pkg., 83 tabs., 1/2 gr. (32mg.), etc.
2. All packages included on a single line should be identical in name, content and controlled substance strength.
3. Prepare this form in quadruplicate. Mail two (2) copies of this form to the Special Agent in Charge, under separate cover. Enclose one additional copy in the shipment with the drugs. Retain one copy for your records. One copy will be returned to you as a receipt. No further receipt will be furnished to you unless specifically requested. Any further inquiries concerning these drugs should be addressed to the DEA District Office which serves your area.
4. There is no provision for payment for drugs surrendered. This is merely a service rendered to registrants enabling them to clear their stocks and records of unwanted items.
5. Drugs should be shipped tape-sealed via prepaid express or certified mail (return receipt requested) to Special Agent in Charge, Drug Enforcement Administration, of the DEA District Office which serves your area.

## PRIVACY ACT INFORMATION

**AUTHORITY:** Section 307 of the Controlled Substances Act of 1970 (PL 91-513).  
**PURPOSE:** To document the surrender of controlled substances which have been forwarded by registrants to DEA for disposal.  
**ROUTINE USES:** This form is required by Federal Regulations for the surrender of unwanted Controlled Substances. Disclosures of information from this system are made to the following categories of users for the purposes stated:  
 A. Other Federal law enforcement and regulatory agencies for law enforcement and regulatory purposes.  
 B. State and local law enforcement and regulatory agencies for law enforcement and regulatory purposes.  
**EFFECT:** Failure to document the surrender of unwanted Controlled Substances may result in prosecution for violation of the Controlled Substances Act.

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Drug Enforcement Administration, FOI and Records Management Section, Washington, D.C. 20537; and to the Office of Management and Budget, Paperwork Reduction Project no. 1117-0007, Washington, D.C. 20503.

# Drug Enforcement Administration Practitioner's Manual



## REPORT OF THEFT OR LOSS OF CONTROLLED SUBSTANCES

Federal Regulations require registrants to submit a detailed report of any theft or loss of Controlled Substances to the Drug Enforcement Administration.

Complete the front and back of this form in triplicate. Forward the original and duplicate copies to the nearest DEA Office. Retain the triplicate copy for your records. Some states may also require a copy of this report.

OMB APPROVAL  
No. 1117-0001

1. Name and Address of Registrant (Include ZIP Code)		ZIP CODE <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>	2. Phone No. (Include Area Code)
3. DEA Registration Number <div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>	4. Date of Theft or Loss	5. Principal Business of Registrant (Check one) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1 <input type="checkbox"/> Pharmacy  2 <input type="checkbox"/> Practitioner  3 <input type="checkbox"/> Manufacturer  4 <input type="checkbox"/> Hospital/Clinic </div> <div style="width: 45%;"> 5 <input type="checkbox"/> Distributor  6 <input type="checkbox"/> Methadone Program  7 <input type="checkbox"/> Other (Specify) </div> </div>	
6. County in which Registrant is located	7. Was Theft reported to Police? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Name and Telephone Number of Police Department (Include Area Code)	
9. Number of Thefts or Losses Registrant has experienced in the past 24 months	10. Type of Theft or Loss (Check one and complete items below as appropriate) <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> 1 <input type="checkbox"/> Night break-in  2 <input type="checkbox"/> Armed robbery </div> <div style="width: 30%;"> 3 <input type="checkbox"/> Employee pilferage  4 <input type="checkbox"/> Customer theft </div> <div style="width: 30%;"> 5 <input type="checkbox"/> Other (Explain)  6 <input type="checkbox"/> Lost in transit (Complete Item 14) </div> </div>		
11. If Armed Robbery, was anyone: Killed? <input type="checkbox"/> No <input type="checkbox"/> Yes (How many) _____ Injured? <input type="checkbox"/> No <input type="checkbox"/> Yes (How many) _____		12. Purchase value to registrant of Controlled Substances taken? \$ _____	13. Were any pharmaceuticals or merchandise taken? <input type="checkbox"/> No <input type="checkbox"/> Yes (Est. Value) \$ _____
14. IF LOST IN TRANSIT, COMPLETE THE FOLLOWING:			
A. Name of Common Carrier	B. Name of Consignee	C. Consignee's DEA Registration Number	
D. Was the carton received by the customer? <input type="checkbox"/> Yes <input type="checkbox"/> No	E. If received, did it appear to be tampered with? <input type="checkbox"/> Yes <input type="checkbox"/> No	F. Have you experienced losses in transit from this same carrier in the past? <input type="checkbox"/> No <input type="checkbox"/> Yes (How Many) _____	
15. What identifying marks, symbols, or price codes were on the labels of these containers that would assist in identifying the products?			
16. If Official Controlled Substance Order Forms (DEA-222) were stolen, give numbers.			
17. What security measures have been taken to prevent future thefts or losses?			

### PRIVACY ACT INFORMATION

**AUTHORITY:** Section 301 of the Controlled Substances Act of 1970 (PL 91-513).  
**PURPOSE:** Report theft or loss of Controlled Substances.  
**ROUTINE USES:** The Controlled Substances Act authorizes the production of special reports required for statistical and analytical purposes. Disclosures of information from this system are made to the following categories of users for the purposes stated:  
A. Other Federal law enforcement and regulatory agencies for law enforcement and regulatory purposes.  
B. State and local law enforcement and regulatory agencies for law enforcement and regulatory purposes.  
**EFFECT:** Failure to report theft or loss of controlled substances may result in penalties under Section 402 and 403 of the Controlled Substances Act.

In accordance with the Paperwork Reduction Act of 1986, no person is required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 1117-0001. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

FORM DEA - 106 (11-00) Previous editions obsolete

CONTINUE ON REVERSE

# Drug Enforcement Administration Practitioner's Manual

FORM DEA-106 (Nov. 2000) Pg. 2

## LIST OF CONTROLLED SUBSTANCES LOST

Trade Name of Substance or Preparation	Name of Controlled Substance in Preparation	Dosage Strength and Form	Quantity
<b>Examples:</b> Desoxyn	Methamphetamine Hydrochloride	5 mg Tablets	3 x 100
Demerol	Meperidine Hydrochloride	50 mg/ml Vial	5 x 30 ml
Robitussin A-C	Codeine Phosphate	2 mg/cc Liquid	12 Pints
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			
41.			
42.			
43.			
44.			
45.			
46.			
47.			
48.			
49.			
50.			

I certify that the foregoing information is correct to the best of my knowledge and belief.

Signature

Title

Date

Drug Enforcement Administration  
Practitioner's Manual

**DEPICTION of PAGE 1 of DEA FORM-222**  
**U.S. OFFICIAL ORDER FORM - SCHEDULES I & II**

<b>See Reverse of PURCHASER'S Copy of Instructions</b>			No order form may be issued for Schedule I and II substances unless a completed application form has been received, (21 CFR 1305.04).										<b>OMB APPROVAL No. 1117-0010</b>	
TO: <i>(Name of Supplier)</i>							STREET ADDRESS							
CITY and STATE					DATE			<b>TO BE FILLED IN BY SUPPLIER</b>						
												SUPPLIERS DEA REGISTRATION No.		
<b>L I N E  N o.</b>	<b>TO BE FILLED IN BY PURCHASER</b>													
	No. of Packages	Size of Package	Name of Item				National Drug Code				Packages Shipped	Date Shipped		
	1													
	2													
	3													
	4													
	5													
	6													
	7													
	8													
	9													
	10													
<b>LAST LINE COMPLETED</b> <i>(MUST BE 10 OR LESS)</i>							SIGNATURE OR PURCHASER OR ATTORNEY OR AGENT							
Date Issued			DEA Registration No.			Name and Address of Registrant								
Schedules														
Registered as a			No. of this Order Form											

DEA Form-222  
(Oct. 1992)

**U.S. OFFICIAL ORDER FORMS - SCHEDULES I & II**  
DRUG ENFORCEMENT ADMINISTRATION  
SUPPLIER'S Copy 1

**Note: The graphic illustrated above is not intended to be used as an actual order form.**

Drug Enforcement Administration  
Practitioner's Manual

<b>Form-224</b>	<b>APPLICATION FOR REGISTRATION</b> Under the Controlled Substances Act	APPROVED OMB NO 1117-0014 FORM DEA-224 (9-05) Previous editions are obsolete
<b>INSTRUCTIONS</b> <div style="font-size: x-small; margin-top: 5px;">1. To apply by mail complete this application. Keep a copy for your records. 2. Print clearly, using black or blue ink, or use a typewriter. 3. Mail this form to the address provided in Section 7 or use enclosed envelope. 4. Include the correct payment amount. FEE IS NON-REFUNDABLE. 5. If you have any questions call 800-662-6533 prior to submitting your application. 6. Save time - apply online at <a href="http://www.deadiversion.usdoj.gov">www.deadiversion.usdoj.gov</a>. <b>IMPORTANT: DO NOT SEND THIS APPLICATION AND APPLY ONLINE</b></div>		<b>REGISTRATION INFORMATION</b> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 10px;"></div> <div style="text-align: center; font-size: large; font-weight: bold; margin-top: 20px;">\$390.00</div> <div style="text-align: center; font-weight: bold; margin-top: 5px;">FEE IS NON-REFUNDABLE</div>
<b>SECTION 1 APPLICANT IDENTIFICATION</b>		
Last Name (if registration is for individual) -OR- Business or Facility Name (if registration is for business entity) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
First Name (if registration is for individual) <span style="float: right; font-size: x-small;">Middle Initial</span> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
Business or Facility Name 2 ("doing business as", continuation of business name, or name of fee exempt institution) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
Address Line 1 (street address) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
Address Line 2 <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
City <span style="float: right;">State Zip Code</span> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
Business Phone Number: <span style="float: right;">Business Fax Number</span> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<div style="display: flex; justify-content: space-between;"><div style="width: 30%;"><b>DEBT COLLECTION INFORMATION</b> <small>Mandatory pursuant to Debt Collection Improvement Act</small></div><div style="width: 35%;"><b>Tax Identification Number</b> (if registration is for business) <div style="border: 1px solid black; height: 20px; width: 100%;"></div></div><div style="width: 35%;"><b>Social Security Number</b> (if registration is for individual) <div style="border: 1px solid black; height: 20px; width: 100%;"></div><div style="font-size: x-small; margin-top: 5px;">Provide SSN or TIN. See note #3 on bottom of page 2</div></div></div>		
<b>SECTION 2 BUSINESS ACTIVITY</b> <small>Check one box only. See page 3 for additional instructions.</small>		
<div style="display: flex; flex-wrap: wrap;"><div style="width: 33%;"><input type="checkbox"/> Hospital/Clinic</div><div style="width: 33%;"><input type="checkbox"/> Ambulance Service</div><div style="width: 33%;"><input type="checkbox"/> Practitioner (DDS, DMD, DO, DPM, DVM, MD or PhD)</div><div style="width: 33%;"><input type="checkbox"/> Practitioner Military (DDS, DMD, DO, DPM, DVM, MD or PhD)</div><div style="width: 33%;"><input type="checkbox"/> Mid-level Practitioner (MLP) (DCM, HMD, MP, ND, NP, OD, PA, or RPH)</div><div style="width: 33%;"><input type="checkbox"/> Euthanasia Technician</div><div style="width: 33%;"><input type="checkbox"/> Nursing Home</div><div style="width: 33%;"><input type="checkbox"/> Animal Shelter</div><div style="width: 33%;"><input type="checkbox"/> Practitioner and MLPs: Enter your professional degree from list</div><div style="width: 33%;"><input type="checkbox"/> Central Fill Pharmacy</div><div style="width: 33%;"><input type="checkbox"/> Teaching Institution</div><div style="width: 33%;"><input type="checkbox"/> Retail Pharmacy</div><div style="width: 33%;"><input type="checkbox"/> Automated Dispensing System</div></div>		
<div style="display: flex; justify-content: space-between;"><div style="width: 30%;"><b>FCR Automated Dispensing System (ADS) ONLY:</b></div><div style="width: 35%;"><b>DEA Registration # of Retail Pharmacy for this ADS</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></div><div style="width: 35%; font-size: x-small;">An ADS is automatically fee-exempt. Skip Section 6 and Section 7 on page 2. You must attach a notarized affidavit.</div></div>		
<b>SECTION 3 DRUG SCHEDULES</b> <small>Check all that apply</small>		
<div style="display: flex; flex-wrap: wrap;"><div style="width: 33%;"><input type="checkbox"/> Schedule II Narcotic</div><div style="width: 33%;"><input type="checkbox"/> Schedule III Narcotic</div><div style="width: 33%;"><input type="checkbox"/> Schedule IV</div><div style="width: 33%;"><input type="checkbox"/> Schedule II Non-Narcotic</div><div style="width: 33%;"><input type="checkbox"/> Schedule III Non-Narcotic</div><div style="width: 33%;"><input type="checkbox"/> Schedule V</div><div style="width: 33%;"><input type="checkbox"/> Check this box if you require official order forms for purchase of schedule II narcotic/schedule II non-narcotic controlled substances</div></div>		
NEW - Page 1		

# Drug Enforcement Administration Practitioner's Manual

<b>SECTION 4</b>		Are you currently authorized to prescribe, distribute, dispense, conduct research, or otherwise handle the controlled substances in the schedules for which you are applying under the laws of the state or jurisdiction in which you are operating or propose to operate?	
<b>STATE LICENSE(S)</b>	YES PENDING NO		
Be sure to include both state license numbers if applicable	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
		State License Number	
		State Controlled Substance License Number (if required)	
<b>SECTION 5</b>			
<b>LIABILITY</b>	1. Has the applicant ever been convicted of a crime in connection with controlled substance(s) under state or federal law?		YES NO
			<input type="checkbox"/> <input type="checkbox"/>
<b>IMPORTANT</b>	2. Has the applicant ever surrendered (for cause) or had a federal controlled substance registration revoked, suspended, restricted, or denied?		<input type="checkbox"/> <input type="checkbox"/>
All questions in this section must be answered.	3. Has the applicant ever surrendered (for cause) or had a state professional license or controlled substance registration revoked, suspended, denied, restricted, or placed on probation? Is any such action pending?		<input type="checkbox"/> <input type="checkbox"/>
	4. If the applicant is a corporation (other than a corporation whose stock is owned and traded by the public), association, partnership, or pharmacy, has any officer, partner, stockholder, or proprietor been convicted of a crime in connection with controlled substance(s) under state or federal law, or ever surrendered, for cause, or had a federal controlled substance registration revoked, suspended, denied, restricted, or placed on probation?		<input type="checkbox"/> <input type="checkbox"/>
<b>EXPLANATION OF "YES" ANSWERS</b>		Date(s) of Incident: _____ Location(s) of Incident: _____	
Applicants who have answered "YES" to any of the four questions above must provide a statement to explain such answers.		Nature of Incident: _____	
Use this space or attach a separate sheet and return with application.		Result of Incident: _____	
<b>SECTION 6</b>		<input type="checkbox"/> Check this box if the applicant is a federal, state, or local government operated hospital, institution or official. Be sure to enter the name and address of the exempt institution in Section 1.	
<b>CERTIFICATION OF EXEMPTION</b>	The undersigned hereby certifies that the applicant named hereon is a federal, state or local government-operated hospital, institution or official, and is exempt from payment of the application fee.		
Provide the name and phone number of the certifying official	Signature of certifying official (other than applicant)		Date
	Print or type name and title of certifying official		Telephone No. (required for verification)
<b>SECTION 7</b>		Mail this form with payment to:	
<b>METHOD OF PAYMENT</b>	<input type="checkbox"/> Check Make check payable to: Drug Enforcement Administration See page 4 of instructions for important information.		U.S. Department of Justice Drug Enforcement Administration P.O. Box 28063 Washington, DC 20038-0063
Check one form of payment only	<input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/> Master Card <input type="checkbox"/> Visa		<b>FEE IS NON-REFUNDABLE</b>
	Credit Card Number		Expiration Date
	<input type="text"/>		<input type="text"/>
Sign if paying by credit card	Signature of Card Holder		
	Printed Name of Card Holder		
<b>SECTION 8</b>		I certify that the foregoing information furnished on this application is true and correct.	
<b>APPLICANT'S SIGNATURE</b>	Signature of applicant		Date
Sign in ink	Print or type name and title of applicant		
<b>WARNING:</b> Section 543(b)(4)(A) of Title 21, United States Code states that any person who knowingly or intentionally furnishes false or fraudulent information in this application is subject to imprisonment for not more than four years, a fine of not more than \$50,000, or both.			
1. No registration will be issued unless a completed application form has been received (21 CFR 1301.13).			
2. In accordance with the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 1117-0014. Public reporting burden for this collection of information is estimated to average 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.			
3. The Debt Collection Improvements Act of 1996 (PL 104-134) requires that you furnish your Taxpayer Identification Number and/or Social Security Number on this application. This number is required for debt collection procedures should your fee become uncollectable.			
<b>4. PRIVACY ACT INFORMATION</b>			
<b>AUTHORITY:</b> Section 302 and 303 of the Controlled Substances Act of 1970 (PL 91-513) and Debt Collection Improvements Act of 1996 (PL 104-134) (for taxpayer identifying number and/or social security number).			
<b>PURPOSE:</b> To obtain information required to register applicants pursuant to the Controlled Substances Act of 1970.			
<b>ROUTINE USES:</b> The Controlled Substances Act Registration Records produce special reports as required for statistical analytical purposes. Disclosure of information from this system are made to the following categories of users for the purposes stated: A. Other federal law enforcement and regulatory agencies for law enforcement and regulatory purposes. B. State and local law enforcement and regulatory agencies for law enforcement and regulatory purposes. C. Persons registered under the Controlled Substances Act (PL 91-513) for the purpose of verifying the registration of customers.			
<b>EFFECT:</b> Failure to complete form will produce processing of the application.			
NEW - Page 2			

# Drug Enforcement Administration Practitioner's Manual

Form-224		<b>APPLICATION FOR REGISTRATION</b> Supplementary Instructions and Information					
<b>ADDITIONAL INSTRUCTIONS</b>	<p><b>SECTION 1. APPLICANT IDENTIFICATION</b> - Information must be typed or printed in the blocks provided to help reduce data entry errors. Fee exempt applications must list the name and address of the fee exempt institution. A physical address is required, enter the street address; a post office box may be included. Applicant must enter a valid social security number (SSN), or a tax identification number (TIN) if applying as a business entity. <i>Debt collection information is mandatory pursuant to the Debt Collection Improvement Act of 1996.</i></p> <p><b>SECTION 2. BUSINESS ACTIVITY</b> - Indicate only one. Practitioners also enter one degree from the list: DO B, DMD, DO, DPM, DVM, MD or PhD. Mid-level practitioners also enter one degree from these choices: DOM, HMD, MP, ND, NP, OD, PA, or RPH.</p> <p>ADS must provide current DEA registration number of parent retail pharmacy and attach a notarized affidavit (21 CFR Part 1301.17). Affidavit must include 1) Name of parent retail pharmacy and complete address 2) Name of Long-term Care (LTC) facility and complete address 3) Permit or license number(s) and date of State certification to operate ADS at named LTC facility 4) Required Statement: <i>This affidavit is submitted to obtain a DEA registration number. If any material information is false, the Administrator may commence proceedings to deny the application under section 304 of the Act (21 U.S.C. 8224(a)). Any false or fraudulent material information contained in this affidavit may subject the person signing this affidavit, and the named corporation/partnership/business to prosecution under section 403 of the Act (21 U.S.C. 843).</i> 5) Name of corporation operating the retail pharmacy 6) Name and title of corporate officer signing affidavit 7) Signature of authorized officer</p> <p><b>SECTION 3. DRUG SCHEDULES</b> - Applicants should check all drug schedules to be handled. However, applicants must still comply with state requirements; federal registration does not overrule state restrictions. Check the order form box only if you intend to purchase or to transfer schedule II controlled substances. Order forms will be mailed to the registered address following issuance of a Certificate of Registration.</p> <p><b>SECTION 4. STATE LICENSE(S)</b> - Federal registration by DEA is based upon the applicant's compliance with applicable state and local laws. Applicants should contact the local state licensing authority prior to completing this application. If your state requires a separate controlled substance number, provide that number on this application. If a state license has not yet been issued, indicate "Pending". If state licensing authority is not required, indicate "N/A".</p> <p><b>SECTION 5. LIABILITY</b> - Applicants must answer all four questions for the application to be accepted for processing. If you answered "Yes" to any question, provide an explanation in the space provided. If additional space is required, you may attach a separate sheet of paper.</p> <p><b>SECTION 6. CERTIFICATE OF EXEMPTION</b> - Exemption from payment of application fee is limited to federal, state or local government operated hospitals, institutions and officials. The applicant's superior or agency officer must certify exempt status. The signature, authority title, and telephone number of the certifying official (other than the applicant) must be provided.</p> <p><b>SECTION 7. METHOD OF PAYMENT</b> - Indicate the desired method of payment. Make checks payable to "Drug Enforcement Administration". Third-party checks or checks drawn on foreign banks will not be accepted. <b>FEES ARE NON-REFUNDABLE.</b></p> <p><b>SECTION 8. APPLICANT'S SIGNATURE</b> - Must be the original signature (in ink) of the applicant.</p>						
<b>CONTACT INFORMATION</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <p><b>ATLANTA DIVISION OFFICE</b> ATTN: Registration 75 Spring Street, SW, Suite 800 Atlanta, GA 30303</p> <p>1. INTERNET www.deaadv.com.usdoj.gov</p> <p>2. TELEPHONE Headquarters Call Center (800) 822-8339</p> <p>3. WRITTEN INQUIRIES DEA P.O. Box 20065 Washington DC 20008-0065</p> <p>4. DEA OFFICES DEA Offices are listed (800, 877, and 888 are toll-free numbers)</p> </td> <td style="width: 33%; vertical-align: top;"> <p><b>BOSTON DIVISION OFFICE</b> JFK Federal Building 15 New Sudbury Street, Room E400 Boston, MA 02253-0131</p> <p>Connecticut (817) 557-2300 Maine (800) 272-5174 Massachusetts (817) 557-2460 New Hampshire (800) 272-5174 Rhode Island (817) 557-2300 Vermont (800) 272-5174</p> <p><b>CARIBBEAN DIVISION OFFICE</b> P.O. Box 2167 San Juan, PR 00922-2167</p> <p>Puerto Rico (787) 775-1798 U.S. Virgin Islands (707) 775-1798</p> <p><b>CHICAGO DIVISION OFFICE</b> Kuczyński Federal Building 230 S. Dearborn Street, Suite 1200 Chicago, IL 60604</p> <p>Illinois (312) 353-1234 Indiana (312) 353-1236 Minnesota (312) 353-8188 North Dakota (312) 353-8188 Wisconsin (312) 353-1236</p> <p><b>DALLAS DIVISION OFFICE</b> 10160 Technology Blvd., East Dallas, TX 75220</p> <p>Oklahoma (800) 338-4704 Texas (Northern) (800) 338-4704</p> <p><b>DENVER DIVISION OFFICE</b> 119 Inverness Drive, East Englewood, CO 80112</p> <p>Colorado (800) 338-8000 Montana (800) 338-8000 Utah (800) 338-8000 Wyoming (800) 338-8000</p> </td> <td style="width: 33%; vertical-align: top;"> <p><b>DETROIT DIVISION OFFICE</b> 431 Howard Street Detroit, MI 48226</p> <p>Kentucky (800) 230-8844 Michigan (800) 230-8844 Ohio (800) 230-8844</p> <p><b>EL PASO DIVISION OFFICE</b> El Paso Federal Justice Center 600 South Mesa Hills Drive, Suite 2000 El Paso, TX 79912</p> <p>New Mexico (915) 832-6014</p> <p><b>HOUSTON DIVISION OFFICE</b> 1433 West Loop South, Suite 600 Houston, TX 77027-9306</p> <p>Texas (S. &amp; Central) (800) 743-0385</p> <p><b>LOS ANGELES DIVISION OFFICE</b> 235 East Temple Street, 20th Floor Los Angeles, CA 90012</p> <p>California (S. Central) (213) 621-8280 Hawaii (800) 415-2822 Nevada (800) 415-2822 Trust Territory (213) 694-2216</p> <p><b>MIAMI DIVISION OFFICE</b> 6400 N.W. 55th Street Miami, FL 33156</p> <p>Florida (305) 590-4800</p> <p><b>NEWARK DIVISION OFFICE</b> 60 Mulberry Street, 2nd Floor Newark, NJ 07102</p> <p>New Jersey (800) 398-1071</p> <p><b>NEW ORLEANS DIVISION OFFICE</b> 3630 N. Causeway Blvd Lakeview III, Suite 1800 Metairie, LA 70002</p> <p>Alabama (800) 514-8051 Arkansas (800) 514-7302 Louisiana (800) 514-7302 Mississippi (800) 514-7302</p> <p><b>NEW YORK DIVISION OFFICE</b> 90 Tenth Avenue New York, NY 10011</p> <p>New York (877) 583-5760 (212) 337-1503 (212) 337-1504</p> </td> <td style="width: 33%; vertical-align: top;"> <p><b>PHILADELPHIA DIVISION OFFICE</b> William J. Green Federal Building 600 Arch Street, Room 10224 Philadelphia, PA 19108</p> <p>Delaware (800) 393-8231 Pennsylvania (800) 393-8231</p> <p><b>PHOENIX DIVISION OFFICE</b> 3010 N. 2nd Street, Suite 301 Phoenix, AZ 85012</p> <p>Arizona (800) 741-0802</p> <p><b>SAN DIEGO DIVISION OFFICE</b> 4950 Viewridge Avenue San Diego, CA 92123-1537</p> <p>California (Southern) (800) 284-1152</p> <p><b>SAN FRANCISCO DIVISION OFFICE</b> 450 Golden Gate Avenue, 14th Floor P.O. Box 38035 San Francisco, CA 94102</p> <p>California (Northern) (800) 304-3281</p> <p><b>SEATTLE DIVISION OFFICE</b> 400 Second Avenue, West Seattle, WA 98119</p> <p>Alaska (800) 210-4281 Idaho (800) 210-4281 Oregon (800) 210-4281 Washington (800) 210-1410</p> <p><b>ST. LOUIS DIVISION OFFICE</b> 317 South 16th Street St. Louis, MO 63103</p> <p>Iowa (800) 803-1179 Kansas (800) 803-1179 Missouri (800) 803-1179 Nebraska (800) 803-1179 South Dakota (800) 803-1179</p> <p><b>WASHINGTON, D.C. DIVISION OFFICE</b> Techworld Plaza 600 K Street, N.W., Suite 600 Washington, D.C. 20001</p> <p>District of Columbia (877) 681-7874 Maryland (877) 338-8670 Virginia (877) 681-7874 West Virginia (877) 338-8670</p> </td> </tr> </table>			<p><b>ATLANTA DIVISION OFFICE</b> ATTN: Registration 75 Spring Street, SW, Suite 800 Atlanta, GA 30303</p> <p>1. INTERNET www.deaadv.com.usdoj.gov</p> <p>2. TELEPHONE Headquarters Call Center (800) 822-8339</p> <p>3. WRITTEN INQUIRIES DEA P.O. Box 20065 Washington DC 20008-0065</p> <p>4. DEA OFFICES DEA Offices are listed (800, 877, and 888 are toll-free numbers)</p>	<p><b>BOSTON DIVISION OFFICE</b> JFK Federal Building 15 New Sudbury Street, Room E400 Boston, MA 02253-0131</p> <p>Connecticut (817) 557-2300 Maine (800) 272-5174 Massachusetts (817) 557-2460 New Hampshire (800) 272-5174 Rhode Island (817) 557-2300 Vermont (800) 272-5174</p> <p><b>CARIBBEAN DIVISION OFFICE</b> P.O. Box 2167 San Juan, PR 00922-2167</p> <p>Puerto Rico (787) 775-1798 U.S. Virgin Islands (707) 775-1798</p> <p><b>CHICAGO DIVISION OFFICE</b> Kuczyński Federal Building 230 S. Dearborn Street, Suite 1200 Chicago, IL 60604</p> <p>Illinois (312) 353-1234 Indiana (312) 353-1236 Minnesota (312) 353-8188 North Dakota (312) 353-8188 Wisconsin (312) 353-1236</p> <p><b>DALLAS DIVISION OFFICE</b> 10160 Technology Blvd., East Dallas, TX 75220</p> <p>Oklahoma (800) 338-4704 Texas (Northern) (800) 338-4704</p> <p><b>DENVER DIVISION OFFICE</b> 119 Inverness Drive, East Englewood, CO 80112</p> <p>Colorado (800) 338-8000 Montana (800) 338-8000 Utah (800) 338-8000 Wyoming (800) 338-8000</p>	<p><b>DETROIT DIVISION OFFICE</b> 431 Howard Street Detroit, MI 48226</p> <p>Kentucky (800) 230-8844 Michigan (800) 230-8844 Ohio (800) 230-8844</p> <p><b>EL PASO DIVISION OFFICE</b> El Paso Federal Justice Center 600 South Mesa Hills Drive, Suite 2000 El Paso, TX 79912</p> <p>New Mexico (915) 832-6014</p> <p><b>HOUSTON DIVISION OFFICE</b> 1433 West Loop South, Suite 600 Houston, TX 77027-9306</p> <p>Texas (S. &amp; Central) (800) 743-0385</p> <p><b>LOS ANGELES DIVISION OFFICE</b> 235 East Temple Street, 20th Floor Los Angeles, CA 90012</p> <p>California (S. Central) (213) 621-8280 Hawaii (800) 415-2822 Nevada (800) 415-2822 Trust Territory (213) 694-2216</p> <p><b>MIAMI DIVISION OFFICE</b> 6400 N.W. 55th Street Miami, FL 33156</p> <p>Florida (305) 590-4800</p> <p><b>NEWARK DIVISION OFFICE</b> 60 Mulberry Street, 2nd Floor Newark, NJ 07102</p> <p>New Jersey (800) 398-1071</p> <p><b>NEW ORLEANS DIVISION OFFICE</b> 3630 N. Causeway Blvd Lakeview III, Suite 1800 Metairie, LA 70002</p> <p>Alabama (800) 514-8051 Arkansas (800) 514-7302 Louisiana (800) 514-7302 Mississippi (800) 514-7302</p> <p><b>NEW YORK DIVISION OFFICE</b> 90 Tenth Avenue New York, NY 10011</p> <p>New York (877) 583-5760 (212) 337-1503 (212) 337-1504</p>	<p><b>PHILADELPHIA DIVISION OFFICE</b> William J. Green Federal Building 600 Arch Street, Room 10224 Philadelphia, PA 19108</p> <p>Delaware (800) 393-8231 Pennsylvania (800) 393-8231</p> <p><b>PHOENIX DIVISION OFFICE</b> 3010 N. 2nd Street, Suite 301 Phoenix, AZ 85012</p> <p>Arizona (800) 741-0802</p> <p><b>SAN DIEGO DIVISION OFFICE</b> 4950 Viewridge Avenue San Diego, CA 92123-1537</p> <p>California (Southern) (800) 284-1152</p> <p><b>SAN FRANCISCO DIVISION OFFICE</b> 450 Golden Gate Avenue, 14th Floor P.O. Box 38035 San Francisco, CA 94102</p> <p>California (Northern) (800) 304-3281</p> <p><b>SEATTLE DIVISION OFFICE</b> 400 Second Avenue, West Seattle, WA 98119</p> <p>Alaska (800) 210-4281 Idaho (800) 210-4281 Oregon (800) 210-4281 Washington (800) 210-1410</p> <p><b>ST. LOUIS DIVISION OFFICE</b> 317 South 16th Street St. Louis, MO 63103</p> <p>Iowa (800) 803-1179 Kansas (800) 803-1179 Missouri (800) 803-1179 Nebraska (800) 803-1179 South Dakota (800) 803-1179</p> <p><b>WASHINGTON, D.C. DIVISION OFFICE</b> Techworld Plaza 600 K Street, N.W., Suite 600 Washington, D.C. 20001</p> <p>District of Columbia (877) 681-7874 Maryland (877) 338-8670 Virginia (877) 681-7874 West Virginia (877) 338-8670</p>
<p><b>ATLANTA DIVISION OFFICE</b> ATTN: Registration 75 Spring Street, SW, Suite 800 Atlanta, GA 30303</p> <p>1. INTERNET www.deaadv.com.usdoj.gov</p> <p>2. TELEPHONE Headquarters Call Center (800) 822-8339</p> <p>3. WRITTEN INQUIRIES DEA P.O. Box 20065 Washington DC 20008-0065</p> <p>4. DEA OFFICES DEA Offices are listed (800, 877, and 888 are toll-free numbers)</p>	<p><b>BOSTON DIVISION OFFICE</b> JFK Federal Building 15 New Sudbury Street, Room E400 Boston, MA 02253-0131</p> <p>Connecticut (817) 557-2300 Maine (800) 272-5174 Massachusetts (817) 557-2460 New Hampshire (800) 272-5174 Rhode Island (817) 557-2300 Vermont (800) 272-5174</p> <p><b>CARIBBEAN DIVISION OFFICE</b> P.O. Box 2167 San Juan, PR 00922-2167</p> <p>Puerto Rico (787) 775-1798 U.S. Virgin Islands (707) 775-1798</p> <p><b>CHICAGO DIVISION OFFICE</b> Kuczyński Federal Building 230 S. Dearborn Street, Suite 1200 Chicago, IL 60604</p> <p>Illinois (312) 353-1234 Indiana (312) 353-1236 Minnesota (312) 353-8188 North Dakota (312) 353-8188 Wisconsin (312) 353-1236</p> <p><b>DALLAS DIVISION OFFICE</b> 10160 Technology Blvd., East Dallas, TX 75220</p> <p>Oklahoma (800) 338-4704 Texas (Northern) (800) 338-4704</p> <p><b>DENVER DIVISION OFFICE</b> 119 Inverness Drive, East Englewood, CO 80112</p> <p>Colorado (800) 338-8000 Montana (800) 338-8000 Utah (800) 338-8000 Wyoming (800) 338-8000</p>	<p><b>DETROIT DIVISION OFFICE</b> 431 Howard Street Detroit, MI 48226</p> <p>Kentucky (800) 230-8844 Michigan (800) 230-8844 Ohio (800) 230-8844</p> <p><b>EL PASO DIVISION OFFICE</b> El Paso Federal Justice Center 600 South Mesa Hills Drive, Suite 2000 El Paso, TX 79912</p> <p>New Mexico (915) 832-6014</p> <p><b>HOUSTON DIVISION OFFICE</b> 1433 West Loop South, Suite 600 Houston, TX 77027-9306</p> <p>Texas (S. &amp; Central) (800) 743-0385</p> <p><b>LOS ANGELES DIVISION OFFICE</b> 235 East Temple Street, 20th Floor Los Angeles, CA 90012</p> <p>California (S. Central) (213) 621-8280 Hawaii (800) 415-2822 Nevada (800) 415-2822 Trust Territory (213) 694-2216</p> <p><b>MIAMI DIVISION OFFICE</b> 6400 N.W. 55th Street Miami, FL 33156</p> <p>Florida (305) 590-4800</p> <p><b>NEWARK DIVISION OFFICE</b> 60 Mulberry Street, 2nd Floor Newark, NJ 07102</p> <p>New Jersey (800) 398-1071</p> <p><b>NEW ORLEANS DIVISION OFFICE</b> 3630 N. Causeway Blvd Lakeview III, Suite 1800 Metairie, LA 70002</p> <p>Alabama (800) 514-8051 Arkansas (800) 514-7302 Louisiana (800) 514-7302 Mississippi (800) 514-7302</p> <p><b>NEW YORK DIVISION OFFICE</b> 90 Tenth Avenue New York, NY 10011</p> <p>New York (877) 583-5760 (212) 337-1503 (212) 337-1504</p>	<p><b>PHILADELPHIA DIVISION OFFICE</b> William J. Green Federal Building 600 Arch Street, Room 10224 Philadelphia, PA 19108</p> <p>Delaware (800) 393-8231 Pennsylvania (800) 393-8231</p> <p><b>PHOENIX DIVISION OFFICE</b> 3010 N. 2nd Street, Suite 301 Phoenix, AZ 85012</p> <p>Arizona (800) 741-0802</p> <p><b>SAN DIEGO DIVISION OFFICE</b> 4950 Viewridge Avenue San Diego, CA 92123-1537</p> <p>California (Southern) (800) 284-1152</p> <p><b>SAN FRANCISCO DIVISION OFFICE</b> 450 Golden Gate Avenue, 14th Floor P.O. Box 38035 San Francisco, CA 94102</p> <p>California (Northern) (800) 304-3281</p> <p><b>SEATTLE DIVISION OFFICE</b> 400 Second Avenue, West Seattle, WA 98119</p> <p>Alaska (800) 210-4281 Idaho (800) 210-4281 Oregon (800) 210-4281 Washington (800) 210-1410</p> <p><b>ST. LOUIS DIVISION OFFICE</b> 317 South 16th Street St. Louis, MO 63103</p> <p>Iowa (800) 803-1179 Kansas (800) 803-1179 Missouri (800) 803-1179 Nebraska (800) 803-1179 South Dakota (800) 803-1179</p> <p><b>WASHINGTON, D.C. DIVISION OFFICE</b> Techworld Plaza 600 K Street, N.W., Suite 600 Washington, D.C. 20001</p> <p>District of Columbia (877) 681-7874 Maryland (877) 338-8670 Virginia (877) 681-7874 West Virginia (877) 338-8670</p>				



# Drug Enforcement Administration Practitioner's Manual

## DRUG SCHEDULES

Listed below are examples of the schedules with assigned drug code numbers. If you are in need of additional information, see 21 CFR 1300 or contact the DEA office serving your area.

### SCHEDULE I

#### NARCOTIC & NON-NARCOTIC BASIC CLASSES

	CODE
Acetophine	9319
Acetylmethadol	9801
Allylprodine	9202
Allylallylmethadol (except LAAM)	9803
Buprenorphine	7433
Butorphanol	9813
Diethylpropion (DET)	7434
2,5 - Dimethoxyamphetamine (DMA)	7396
Dimethylpropion (DMT)	7435
Eliprodine (except hydrochloride salt)	9096
gamma-Hydroxybutyric acid (except drug product)	2510
Isosin	9200
Meperidine	2280
Mefenorex	9829
Lysergic acid diethylamide (LSD)	7318
Mefenorex	7360
Mefenorex	7361
Mefenorex	2288
3,4 - Methylenedioxyamphetamine (MDA)	7400
3,4 - Methylenedioxyamphetaminol (MDMA)	7400
1 - Ethyl - 1 - Phenylcyclohexylamine (PCE)	7439
Propyl	7415
1 - (1-Phenylcyclohexyl)pyrrolidine (PCP)	7436
Propyl	7437
Propyl	7438
Tetrahydrocannabinol (THC)	7370
1-(2-Thienyl)-pyrrolidine	7470

### SCHEDULE II

#### NARCOTIC BASIC CLASSES

	CODE
Allylprodine	9010
Artisanine	9020
Cocaine	9041
Cocaine	9050
Dextropropoxyphene (Dext)	9273
Diphenhydramine	9170
Diphenhydramine (M20-50)	9099
Eliprodine	9190
Eliprodine Hydrochloride (M-99)	9099
Eliprodine	2280
Hydrocodone	9183
Hydrocodone	9150
Levo-alpha-methylmethadol (LAAM)	9648
Levomethadol	9200
Meprobamate	9250
Morphine	9300
Opium, powdered	9639
Opium, raw	9600
Opium, raw	9143
Opium, raw	9353
Poppy Straw	9671
Poppy Straw Concentrate	9670
Thebaine	9333

#### NON-NARCOTIC BASIC CLASSES

	CODE
Amobarbital	2125
Amphetamine	1105
Mephentermine	1103
Mephentermine	1724
Propyl	2270
Propyl	7471
Propyl	1831
Propyl	8301
Secobarbital	2315

### SCHEDULE III

#### NARCOTIC BASIC CLASSES

	CODE
Buprenorphine	9064
Cocaine up to 90 mg/ml plus other ingredients	9519
Eliprodine up to 90 mg/ml plus other ingredients	9007
Eliprodine up to 15 mg/ml plus other ingredients	9008
Hydrocodone up to 15 mg/ml plus other ingredients	9009
Isosin up to 30 mg/100ml or per plus other ingredients	9010
Opium up to 300 mg/100ml plus other active ingredients	9011

#### NON-NARCOTIC BASIC CLASSES

	CODE
Anabolic Steroids	4009
Barbiturates	1209
Barbiturates	2109
Dextroamphetamine	7398
Gamma-Hydroxybutyric acid	2510
Ketamine	7400
Mephentermine	2579
Mephentermine plus noncontrolled active ingredients	2571
Propyl	2271
Propyl	1613
Secobarbital plus noncontrolled active ingredients	2316
Secobarbital suppository	2316
Thiopental	2329
Vincristine	2335

### SCHEDULE IV

#### NARCOTIC BASIC CLASSES

	CODE
Dextropropoxyphene du	9276
Eliprodine 1mg/25ug atropine 50-100	9167

#### NON-NARCOTIC BASIC CLASSES

	CODE
Alprazolam	2562
Barbiturates	2143
Chloralhydrate	2465
Chloralhydrate	2744
Chloralhydrate	2758
Chloralhydrate	2765
Chloralhydrate	1619
Flunitrazepam	1670
Flunitrazepam	2767
Flunitrazepam	2762
Flunitrazepam	2605
Flunitrazepam	1605
Flunitrazepam	2508
Flunitrazepam (Methyphenobarbital)	2139
Flunitrazepam	2629
Flunitrazepam	2264
Flunitrazepam	2604
Flunitrazepam	2605
Flunitrazepam	2605
Flunitrazepam	1508
Flunitrazepam	9270
Flunitrazepam	2206
Flunitrazepam	1608
Flunitrazepam	2764
Flunitrazepam	2604
Flunitrazepam	2605
Flunitrazepam	2605
Flunitrazepam	2763

### SCHEDULE V

	CODE
Cocaine Cough Preparation (200mg/100ml or 100g)	9108

#### Notice to Registrants Making Payment by Check

**Authorization to Convert Your Check:** If you send us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By sending your completed, signed check to us, you authorize us to copy your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

**Insufficient Funds:** The electronic fund transfer from your account will usually occur within 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available to your checking account when you send us your check. If the electronic fund transfer cannot be completed because of insufficient funds, we may try to make the transfer up to two times.

**Transaction Information:** The electronic fund transfer from your account will be on the account statement you receive from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record-keeping purposes.

**Your Rights:** You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.



# Drug Enforcement Administration Practitioner's Manual

<b>SECTION 5</b> <b>CHANGES TO APPLICANT IDENTIFICATION</b>		Last Name (if registration is for individual) -OR- Business Name (if registration is for business)	
		First Name and Middle Initial	
<b>DEBT COLLECTION INFORMATION</b> Mandatory pursuant to Debt Collection Improvements Act		Tax Identification Number (if registration is for business)	Social Security Number (if registration is for individual)
		Provide SSN or TIN. See note #3 on bottom of page 2	
		Address Line 1 (street address)	
<b>IMPORTANT</b> Leave this section blank unless the registration information on front page is incorrect.		Address Line 2	
		City	State Zip Code
		Business Phone Number	Business Fax Number
<b>SECTION 6</b> <b>METHOD OF PAYMENT</b> Check one form of payment only		<input type="checkbox"/> Check      Make check payable to: Drug Enforcement Administration See page 4 of instructions for important information.	
		<input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/> Master Card <input type="checkbox"/> Visa	
		Credit Card Number	Expiration Date
Sign if paying by credit card		Signature of Card Holder	
		Printed Name of Card Holder	
		Mail this form with payment to: U.S. Department of Justice Drug Enforcement Administration P.O. Box 105616 Atlanta, GA 30348-5616 <b>FEE IS NON-REFUNDABLE</b>	
<b>SECTION 7</b> <b>CERTIFICATION OF EXEMPTION</b> from application fee		<input type="checkbox"/> Check this box if the applicant is a federal, state, or local government operated hospital, institution or official. Be sure to enter the name and address of the exempt institution on address lines 1 and 2 in Section 5, if it is not already on your current registration certificate. The undersigned hereby certifies that the applicant named hereon is a federal, state or local government operated hospital, institution or official, and is exempt from payment of the application fee.	
Provide the name and phone number of the certifying official		Signature of certifying official (other than applicant)	
		Date	
		Print or type name and title of certifying official	
		Telephone No. (required for verification)	
<b>SECTION 8</b> <b>APPLICANT'S SIGNATURE</b> Sign in ink		I certify that the foregoing information furnished on this application is true and correct.	
		Signature of applicant	
		Date	
		Print or type name and title of applicant	
		WARNING: Section 843(a)(4)(A) of Title 21, United States Code states that any person who knowingly or intentionally furnishes false or fraudulent information in the application is subject to imprisonment for not more than four years, a fine of not more than \$30,000, or both.	
1. No registration will be issued unless a completed application form has been received (21 CFR 1301.13).			
2. In accordance with the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 1117-0014. Public reporting burden for this collection of information is estimated to average 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.			
3. The Debt Collection Improvements Act of 1990 (PL 104-134) requires that you furnish your Taxpayer Identifying Number and/or Social Security Number on this application. This number is required for debt collection procedures should your fee become uncollectable.			
4. <b>PRIVACY ACT INFORMATION</b>			
AUTHORITY:		Section 302 and 303 of the Controlled Substances Act of 1970 (PL 91-513) and Debt Collection Improvements Act of 1990 (PL 104-134) (for taxpayer identifying number and/or social security number).	
PURPOSE:		To obtain information required to register applicants pursuant to the Controlled Substances Act of 1970.	
ROUTINE USES:		The Controlled Substances Act Registration Records produces special reports as required for statistical analytical purposes. Disclosures of information from this system are made to the following categories of users for the purposes stated: A. Other federal law enforcement and regulatory agencies for law enforcement and regulatory purposes. B. State and local law enforcement and regulatory agencies for law enforcement and regulatory purposes. C. Persons registered under the Controlled Substances Act (PL 91-513) for the purpose of verifying the registration of customers.	
EFFECT:		Failure to complete form will preclude processing of the application.	
RENEWAL - Page 2			

## Form-224a

**SECTION 1. DRUG SCHEDULES** - Applicants should check all drug schedules to be handled. However, applicants must still comply with state requirements; federal registration does not override state restrictions. Check the order form box only if you intend to purchase or to transfer schedule II controlled substances.

2. INTERVIEW:  
2. TELEPHONE:  
3. WRITTEN INQUIRIES:  
Drug Enforcement Administration  
P.O. Box 28083

4. DEA OFFICES: DEA Offices are listed below (600, 877, and 888 are toll-free numbers).  
Washington, D.C. 20038-8083

4. DEA OFFICES: DEA Offices are listed below (600, 877, and 888 are toll-free numbers).  
Washington, D.C. 20038-8083

(212) 337-1583  
(212) 337-1584

# Drug Enforcement Administration Practitioner's Manual

## DRUG SCHEDULES

Listed below are examples of the schedules with assigned drug code numbers. If you are in need of additional information, see 21 CFR 1308 or contact the DEA office serving your area.

### SCHEDULE I

#### NARCOTIC & NON-NARCOTIC BASIC CLASSES

	CODE
Acetorphine	9310
Acetylmetadol	9601
Allyprodine	9602
Alphacetylmethadol (except LAAM)	9603
Buprenorphine	7433
Dextromoramide	9613
Diethyltryptamine (DET)	7434
2,5 - Dimethoxyamphetamine (DMA)	7386
Dimethyltryptamine (DMT)	7435
Etorphine (except hydrochloride salt)	9058
gamma-Hydroxybutyric acid (except drug product)	2010
Heroin	9200
Isogaine	7260
Ketobemidone	9628
Lysergic acid diethylamide (LSD)	7315
Marijuana	7380
Mescaline	7381
Methaqualone	2585
3,4 - Methylenedioxymphetamine (MDA)	7400
3,4 - Methylenedioxymphetamine (MDMA)	7405
n- Ethyl - 1 - Phenylcyclohexylamine (PCE)	7455
Peyote	7415
1 - (1-Phenylcyclohexyl)pyrrolidine (PCP)	7458
Psilocybin	7437
Psilocyn	7438
Tetrahydrocannabinols (THC)	7370
1-[1-(2-Thienyl)-cyclohexyl]-piperidine	7470

### SCHEDULE II

#### NARCOTIC BASIC CLASSES

	CODE
Alphaprodine	9010
Anileridine	9020
Cocaine	9041
Codeine	9050
Dextropropoxyphene (bulk)	9273
Diphenoxylate	9170
Diprenorphine (M50-50)	9058
Ethylmorphine	9180
Etorphine Hydrochloride (M-69)	9059
Glutethimide	2550
Hydrocodone	9183
Hydromorphone	9150
Levo-alphaacetylmethadol (LAAM)	9048
Levorphanol	9220
Meperidine	9230
Mefenadone	9250
Morphine	9300
Opium, powdered	9639
Opium, raw	9600
Oxycodone	9143
Oxymorphone	9652
Poppy Straw	9071
Poppy Straw Concentrate	9670
Thebaine	9333

#### NON-NARCOTIC BASIC CLASSES

	CODE
Amobarbital	2125
Amphetamine	1100
Methamphetamine	1105
Methyphenidate	1724
Penlobarbitol	2270
Phencyclidine (PCP)	7471
Phenmetrazine	1631
Phenylacetone	8501
Secobarbital	2315

### SCHEDULE III

#### NARCOTIC BASIC CLASSES

	CODE
Buprenorphine	9064
Codeine up to 80 mg/du plus other ingredients	9310
Dihydrocodeine up to 80 mg/du plus other ingredients	9607
Ethylmorphine up to 15 mg/du plus other ingredients	9608
Hydrocodone up to 15 mg/du plus other ingredients	9806
Morphine up to 50 mg/100ml or gm plus other ingred.	9810
Opium up to 500 mg/100m. plus other active ingred.	9806

#### NON-NARCOTIC BASIC CLASSES

	CODE
Anabolic Steroids	4600
Benzphetamine	1228
Butalbital	2100
Dronabinol Pharmaceutical Product	7360
GHB Drug Product (gamma-Hydroxybutyric acid)	2010
Ketamine	7285
Methypyrrolon	2575
Penicobarbital plus noncontrolled active ingredients	2271
Penicobarbital suppository	2271
Phenclmetrazine	1615
Secobarbital plus noncontrolled active ingredients	2316
Secobarbital suppository	2316
Thiopental	2320
Vinbarbital	2335

### SCHEDULE IV

#### NARCOTIC BASIC CLASSES

	CODE
Dextropropoxyphene du	9278
Difenoxin 1mg/25ug atropine SO4/du	9167

#### NON-NARCOTIC BASIC CLASSES

	CODE
Alprazolam	2882
Barbital	2145
Chloral Hydrate	2405
Chlordiazepoxide	2744
Clorazepate	2768
Diazepam	2767
Diethylpropion	1610
Fenfluramine	1670
Flurazepam	2767
Halazepam	2762
Lorazepam	2685
Mazindol	1605
Mebutamate	2800
Mephobarbital (Methylphenobarbital)	2250
Meprobamate	2820
Methohexal	2264
Midazolam	2884
Oxazepam	2835
Paraldehyde	2585
Pemoline	1530
Pentazocine	9709
Phenobarbital	2285
Phentermine	1640
Prazepam	2764
Quazepam	2881
Temazepam	2623
Triazolam	2867
Zolpidem	2783

### SCHEDULE V

	CODE
Codeine Cough Preparation (200mg/100ml or 100g)	9100

#### Notice to Registrants Making Payment by Check

**Authorization to Convert Your Check:** If you send us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By sending your completed, signed check to us, you authorize us to copy your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

**Insufficient Funds:** The electronic funds transfer from your account will usually occur with 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic funds transfer cannot be completed because of insufficient funds, we may try to make the transfer up to two times.

**Transaction Information:** The electronic fund transfer from your account will be on the account statement you receive from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record-keeping purposes.

**Your Rights:** You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.

Drug Enforcement Administration  
Practitioner's Manual

<b>Form 363</b>	<b>APPLICATION FOR REGISTRATION</b> Under the Narcotic Addict Treatment Act of 1974	APPROVED OMB NO 1117-0016 FORM DEA-363 (11-05) Previous editions are obsolete
<b>INSTRUCTIONS</b> <small>1. To apply by mail complete this application. Keep a copy for your records. 2. Print clearly using black or blue ink, or use a typewriter. 3. Section 1 should be completed only if your information has changed. 4. Mail this form to the address provided in Section 8 or use enclosed envelope. 5. Include the correct payment amount. FEE IS NON-REFUNDABLE. 6. If you have any questions contact 800-362-2639 prior to submitting your application. 7. Save time - apply online at <a href="http://www.dea diversion.usdoj.gov">www.dea diversion.usdoj.gov</a>.  <b>IMPORTANT: DO NOT SEND THIS APPLICATION AND APPLY ONLINE.</b></small>		<b>REGISTRATION INFORMATION :</b> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 10px;"></div>  <div style="text-align: right; font-size: small;">Fee for 1 year is \$130 <b>FEE IS NON-REFUNDABLE</b></div>
<b>SECTION 1    APPLICANT IDENTIFICATION</b>		
<div>Business or Facility Name (if registration is for business entity or is fee exempt)</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div>Business or Facility Name 2 ("doing business as", continuation of business name, or name of fee exempt institution)</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div>Address Line 1 (street address)</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div>Address Line 2</div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div>City <span style="float: right;">State    Zip Code</span></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div>Business Phone Number <span style="margin-left: 50px;">Business Fax Number</span></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<div><b>DEBT COLLECTION INFORMATION</b> <small>Mandatory pursuant to Debt Collection Improvement Act</small></div> <div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><div>Tax Identification Number</div><div style="border: 1px solid black; height: 20px; width: 100%;"></div></div><div style="width: 35%; text-align: right; font-size: small;">See note #3 on bottom of page 2.</div></div>		
<div><b>SECTION 2    BUSINESS ACTIVITY</b> <small>Check one box only</small></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> NTP - Maintenance <input type="checkbox"/> NTP - Detoxification <input type="checkbox"/> NTP - Maintenance and Detoxification</div><div><input type="checkbox"/> NTP - Compounder / Maintenance <input type="checkbox"/> NTP - Compounder / Detoxification <input type="checkbox"/> NTP - Compounder / Maintenance and Detoxification</div></div>		
<div><b>SECTION 3    DRUG SCHEDULES</b> <small>Check all that apply</small></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Schedule II <input type="checkbox"/> Check this box if you require official order forms - for purchase or transfer of schedule II controlled substances.</div><div><input type="checkbox"/> Schedule III</div></div>		
<div><b>SECTION 4</b>    Are you currently authorized by the Food and Drug Administration for the business activity described in this application?</div> <div style="display: flex; align-items: center;"><div style="margin-right: 10px;"><small>FDA PERMIT</small> <small>Mandatory for approval</small></div><div style="margin-right: 10px;">YES    PENDING    NO</div><div style="margin-right: 10px;"><input type="checkbox"/>    <input type="checkbox"/>    <input type="checkbox"/></div><div style="border: 1px solid black; height: 20px; width: 150px;"></div><div style="margin-left: 10px;"><small>FDA Number</small></div></div>		
<div><b>SECTION 5</b>    Are you currently authorized to prescribe, distribute, dispense, conduct research, or otherwise handle the controlled substances in the schedules for which you are applying under the laws of the state or jurisdiction in which you are operating or propose to operate?</div> <div style="display: flex; align-items: center;"><div style="margin-right: 10px;"><small>STATE LICENSE(S)</small></div><div style="margin-right: 10px;"><input type="checkbox"/> YES, I have a license <input type="checkbox"/> NOT REQUIRED by this state</div><div style="margin-right: 10px;"><div style="border: 1px solid black; height: 20px; width: 150px;"></div><div style="margin-top: 5px;"><small>State License Number</small></div></div></div>		

# Drug Enforcement Administration Practitioner's Manual

<b>SECTION 6</b>	
<b>LIABILITY</b>	1. Has the applicant ever been convicted of a crime in connection with controlled substances under state or federal law? <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>
	2. Has the applicant ever surrendered (for cause) or had a federal controlled substance registration revoked, suspended, restricted, or denied? <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>
<b>IMPORTANT:</b> All questions in this section must be answered.	3. Has the applicant ever surrendered (for cause) or had a state professional license or controlled substance registration revoked, suspended, denied, restricted, or placed on probation? Is any such action pending? <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>
	4. If the applicant is a corporation (other than a corporation whose stock is owned and traded by the public), association, partnership, or pharmacy, has any officer, partner, stockholder, or proprietor been convicted of a crime in connection with controlled substances under state or federal law, or ever surrendered, for cause, or had a federal controlled substance registration revoked, suspended, denied, restricted, or placed on probation? <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>
<b>EXPLANATION OF "YES" ANSWERS</b>	
	Date(s) of Incident: _____ Location(s) of Incident: _____
Applicants who have answered "YES" to any of the four questions above must provide a statement to explain such answers.	Nature of Incident: _____
Use this space or attach a separate sheet and return with application.	Result of Incident: _____
<b>SECTION 7</b>	
<b>CERTIFICATION OF EXEMPTION</b> from application fee	<input type="checkbox"/> Check this box if the applicant is a federal, state, or local government-operated narcotic treatment program. Be sure to enter name and address of the exempt institution in Section 1. The undersigned hereby certifies that the applicant named herein is a federal, state or local government-operated narcotic treatment program, and is exempt from payment of the application fee.
Provide the name and phone number of the certifying official	Signature of certifying official (other than applicant) _____ Date _____ Print or type name and title of certifying official _____ Telephone No. (required for verification) _____
<b>SECTION 8</b>	
<b>METHOD OF PAYMENT</b>	<input type="checkbox"/> Check      Make check payable to: Drug Enforcement Administration See page 3 of instructions for important information.
Check one form of payment only	<input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/> Master Card <input type="checkbox"/> Visa
	Credit Card Number _____ Expiration Date _____
Sign if paying by credit card	Signature of Card Holder _____ Printed Name of Card Holder _____
<b>Mail this form with payment to:</b> U.S. Department of Justice Drug Enforcement Administration P.O. Box 28063 Washington DC 20038-0063 <b>FEE IS NON-REFUNDABLE</b>	
<b>SECTION 9</b>	
<b>APPLICANT'S SIGNATURE</b>	I certify that the foregoing information furnished on this application is true and correct.
Sign in ink	Signature of applicant _____ Date _____ Print or type name and title of applicant _____
<b>WARNING:</b> Section 843(a)(4)(A) of Title 21, United States Code states that any person who knowingly or intentionally furnishes false or fraudulent information in the application is subject to imprisonment for not more than four years, a fine of not more than \$30,000, or both.	
<small>1. No registration will be issued unless a completed application form has been received (21 CFR 1301.13). 2. In accordance with the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 1117-0015. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 3. The Debt Collection Improvement Act of 1996 (PL 104-134) requires that you furnish your Taxpayer Identifying Number and/or Social Security Number on this application. This number is required for debt collection procedures should your fee become uncollectable. 4. <b>PRIVACY ACT INFORMATION</b> <b>AUTHORITY:</b> Section 302 and 303 of the Controlled Substances Act of 1970 (PL 91-513) and Debt Collection Improvement Act of 1996 (PL 104-134) (for taxpayer identifying number and/or social security number). <b>PURPOSE:</b> To obtain information required to register applicants pursuant to the Controlled Substances Act of 1970. <b>ROUTINE USES:</b> The Controlled Substances Act Registration Records produces special reports as required for statistical analytical purposes. Disclosures of information from this system are made to the following categories of users for the purposes stated: A. Other federal law enforcement and regulatory agencies for law enforcement and regulatory purposes. B. State and local law enforcement and regulatory agencies for law enforcement and regulatory purposes. C. Persons registered under the Controlled Substances Act (PL 91-513) for the purpose of verifying the registration of customers. <b>EFFECT:</b> Failure to complete form will preclude processing of the application.</small>	

# Drug Enforcement Administration Practitioner's Manual

<b>Form-363</b>	<b>APPLICATION FOR REGISTRATION</b> Supplementary Instructions and Information
<b>ADDITIONAL INSTRUCTIONS</b>	<p><b>SECTION 1. APPLICANT IDENTIFICATION</b> - Information must be typed or printed in the blocks provided to help reduce data entry errors.</p> <p>Fee exempt applicant should list the name and address of the fee exempt institution. A physical address is required; a post office box may be included after the street address.</p> <p>Applicant must enter a valid tax identification number (TIN). <i>Debt collection information is mandatory pursuant to the Debt Collection Improvement Act of 1996.</i></p> <p><b>SECTION 2. BUSINESS ACTIVITY</b> - Indicate only one.</p> <p><b>SECTION 3. DRUG SCHEDULES</b> - Applicant should check all drug schedules to be handled. However, applicant must still comply with state requirements; federal registration does not overrule state restrictions.</p> <p>Check the order form box only if you intend to purchase or to transfer schedule II controlled substances. Order forms will be mailed to the registered address following issuance of a Certificate of Registration.</p> <p><b>SECTION 4. FDA PERMIT</b> - Authorization by the Food &amp; Drug Administration is mandatory for DEA Registration approval. Enter the status of your FDA authorization and the FDA number.</p> <p><b>SECTION 5. STATE LICENSE(S)</b> - Federal registration by DEA is based upon the applicant's compliance with applicable state and local laws.</p> <p>Applicant should contact the local state licensing authority prior to completing this application. Check that you are currently authorized by the state and provide your state license number. If state licensing is not required, indicate "Not required by this state".</p> <p><b>SECTION 6. LIABILITY</b> - Applicant must answer all four questions for the application to be accepted for processing.</p> <p>If you answered "Yes" to any question, provide an explanation in the space provided. If additional space is required, you may attach a separate sheet of paper.</p> <p><b>SECTION 7. CERTIFICATE OF EXEMPTION</b> - Exemption from payment of application fee is limited to federal, state or local government-operated narcotic treatment program.</p> <p>The applicant's superior or agency officer must certify exempt status. The signature, authority title, and telephone number of the certifying official (other than the applicant) must be provided.</p> <p><b>SECTION 8. METHOD OF PAYMENT</b> - Indicate the desired method of payment. Make checks payable to "Drug Enforcement Administration". Third-party checks or checks drawn on foreign banks will not be accepted.</p> <p><b>FEES ARE NON-REFUNDABLE.</b></p> <p><b>SECTION 9. APPLICANT'S SIGNATURE</b> - Must be the original signature (in ink) of the applicant.</p>
<p><b>Notice to Registrants Making Payment by Check</b></p> <p><b>Authorization to Convert Your Check:</b> If you send us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By sending your completed, signed check to us, you authorize us to copy your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.</p> <p><b>Insufficient Funds:</b> The electronic funds transfer from your account will usually occur with 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic funds transfer cannot be completed because of insufficient funds, we may try to make the transfer up to two times.</p> <p><b>Transaction Information:</b> The electronic fund transfer from your account will be on the account statement you receive from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record-keeping purposes.</p> <p><b>Your Rights:</b> You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.</p> <p>NEW INST - Page 3</p>	



# Drug Enforcement Administration Practitioner's Manual

**Form-363**

## APPLICATION FOR REGISTRATION

Supplementary Instructions and Information

**CONTACT  
INFORMATION**

1. INTERNET: Information can be found on our web site at [www.deadiversion.usdoj.gov](http://www.deadiversion.usdoj.gov)
2. TELEPHONE: Headquarters Call Center: (800) 882-9539
3. WRITTEN INQUIRIES: Drug Enforcement Administration  
P.O. Box 28083  
Washington DC 20038-8083
4. DEA OFFICES: DEA Offices are listed below (800, 877, and 888 are toll-free numbers).

**ATLANTA DIVISION OFFICE**  
ATTN: Registration  
75 Spring Street, SW, Suite 800  
Atlanta, GA 30303

Georgia (888) 889-9935  
North Carolina (888) 219-8888  
South Carolina (888) 633-8883  
Tennessee (888) 219-7898

**BOSTON DIVISION OFFICE**  
JFK Federal Building  
15 New Sudbury Street, Room E400  
Boston, MA 02203-0131

Connecticut (617) 557-2200  
Maine (888) 272-5174  
Massachusetts (617) 557-2488  
New Hampshire (888) 272-5174  
Rhode Island (617) 557-2200  
Vermont (888) 272-5174

**CARIBBEAN DIVISION OFFICE**  
P.O. Box 2167  
San Juan, PR 00922-2167

Puerto Rico (787) 775-1768  
U.S. Virgin Islands (787) 775-1768

**CHICAGO DIVISION OFFICE**  
Kluczynski Federal Building  
230 S. Dearborn Street, Suite 1200  
Chicago, IL 60604

Illinois (312) 353-1234  
Indiana (312) 353-1236  
Minnesota (312) 353-9166  
North Dakota (312) 353-9166  
Wisconsin (312) 353-1236

**DALLAS DIVISION OFFICE**  
10160 Technology Blvd., East  
Dallas, TX 75220

Oklahoma (888) 336-4704  
Texas (Northern) (888) 336-4704

**DENVER DIVISION OFFICE**  
115 Inverness Drive, East  
Englewood, CO 80112

Colorado (800) 328-6900  
Montana (800) 328-6900  
Utah (800) 328-6900  
Wyoming (800) 328-6900

**DETROIT DIVISION OFFICE**  
431 Howard Street  
Detroit, MI 48226

Kentucky (800) 230-6844  
Michigan (800) 230-6844  
Ohio (800) 230-6844

**EL PASO DIVISION OFFICE**  
El Paso Federal Justice Center  
600 South Mesa Hills Drive, Suite 2000  
El Paso, TX 79912

New Mexico (915) 832-6014

**HOUSTON DIVISION OFFICE**  
1433 West Loop South, Suite 600  
Houston, TX 77027-9506

Texas (S. & Central) (800) 743-0595

**LOS ANGELES DIVISION OFFICE**  
255 East Temple Street, 20th Floor  
Los Angeles, CA 90012

California (S. Central) (213) 621-6960  
Hawaii (888) 415-9822  
Nevada (888) 415-9822  
Trust Territory (213) 894-2216

**MIAMI DIVISION OFFICE**  
8400 N.W. 53rd Street  
Miami, FL 33168

Florida (305) 590-4880

**NEWARK DIVISION OFFICE**  
80 Mulberry Street, 2nd Floor  
Newark, NJ 07102

New Jersey (888) 356-1071

**NEW ORLEANS DIVISION OFFICE**  
3838 N. Causeway Blvd  
Lakeway III, Suite 1800  
Metairie, LA 70002

Alabama (888) 514-8051  
Arkansas (888) 514-7302  
Louisiana (888) 514-7302  
Mississippi (888) 514-7302

**NEW YORK DIVISION OFFICE**  
99 Tenth Avenue  
New York, NY 10011

New York (877) 883-5789  
(212) 337-1593  
(212) 337-1594

**PHILADELPHIA DIVISION OFFICE**  
William J. Green Federal Building  
600 Arch Street, Room 10224  
Philadelphia, PA 19106

Delaware (888) 393-8231  
Pennsylvania (888) 393-8231

**PHOENIX DIVISION OFFICE**  
3010 N. 2nd Street, Suite 301  
Phoenix, AZ 85012

Arizona (800) 741-0902

**SAN DIEGO DIVISION OFFICE**  
4580 Viewridge Avenue  
San Diego, CA 92123-1637

California (Southern) (800) 284-1152

**SAN FRANCISCO DIVISION OFFICE**  
409 Golden Gate Avenue, 14th Floor  
P.O. Box 36035  
San Francisco, CA 94102

California (Northern) (888) 304-3251

**SEATTLE DIVISION OFFICE**  
400 Second Avenue, West  
Seattle, WA 98119

Alaska (888) 219-4261  
Idaho (888) 219-4261  
Oregon (888) 219-4261  
Washington (888) 219-1418

**ST. LOUIS DIVISION OFFICE**  
317 South 16th Street  
St. Louis, MO 63103

Iowa (888) 803-1179  
Kansas (888) 803-1179  
Missouri (888) 803-1179  
Nebraska (888) 803-1179  
South Dakota (888) 803-1179

**WASHINGTON, D.C. DIVISION OFFICE**  
1edworld Plaza  
800 K Street, N.W., Suite 500  
Washington, D.C. 20001

District of Columbia (877) 801-7974  
Maryland (877) 330-6670  
Virginia (877) 801-7974  
West Virginia (877) 330-6670

NEW INST - Page 4



# Drug Enforcement Administration Practitioner's Manual

<b>SECTION 5</b> <b>LIABILITY</b>  <b>IMPORTANT:</b> All questions in this section must be answered.		<table border="0" style="width: 100%;"><tr><td style="width: 80%;">1. Has the applicant ever been convicted of a crime in connection with controlled substances under state or federal law?</td><td style="width: 10%; text-align: center;">YES</td><td style="width: 10%; text-align: center;">NO</td></tr><tr><td></td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td>2. Has the applicant ever surrendered (for cause) or had a federal controlled substance registration revoked, suspended, restricted, or denied?</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td>3. Has the applicant ever surrendered (for cause) or had a state professional license or controlled substance registration revoked, suspended, denied, restricted, or placed on probation? Is any such action pending?</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td>4. If the applicant is a corporation (other than a corporation whose stock is owned and traded by the public), association, partnership, or pharmacy, has any officer, partner, stockholder, or proprietor been convicted of a crime in connection with controlled substances under state or federal law, or ever surrendered, for cause, or had a federal controlled substance registration revoked, suspended, restricted, denied, or ever had a state professional license or controlled substance registration revoked, suspended, denied, restricted or placed on probation?</td><td style="text-align: center;"><input type="checkbox"/></td><td style="text-align: center;"><input type="checkbox"/></td></tr></table>	1. Has the applicant ever been convicted of a crime in connection with controlled substances under state or federal law?	YES	NO		<input type="checkbox"/>	<input type="checkbox"/>	2. Has the applicant ever surrendered (for cause) or had a federal controlled substance registration revoked, suspended, restricted, or denied?	<input type="checkbox"/>	<input type="checkbox"/>	3. Has the applicant ever surrendered (for cause) or had a state professional license or controlled substance registration revoked, suspended, denied, restricted, or placed on probation? Is any such action pending?	<input type="checkbox"/>	<input type="checkbox"/>	4. If the applicant is a corporation (other than a corporation whose stock is owned and traded by the public), association, partnership, or pharmacy, has any officer, partner, stockholder, or proprietor been convicted of a crime in connection with controlled substances under state or federal law, or ever surrendered, for cause, or had a federal controlled substance registration revoked, suspended, restricted, denied, or ever had a state professional license or controlled substance registration revoked, suspended, denied, restricted or placed on probation?	<input type="checkbox"/>	<input type="checkbox"/>
1. Has the applicant ever been convicted of a crime in connection with controlled substances under state or federal law?	YES	NO															
	<input type="checkbox"/>	<input type="checkbox"/>															
2. Has the applicant ever surrendered (for cause) or had a federal controlled substance registration revoked, suspended, restricted, or denied?	<input type="checkbox"/>	<input type="checkbox"/>															
3. Has the applicant ever surrendered (for cause) or had a state professional license or controlled substance registration revoked, suspended, denied, restricted, or placed on probation? Is any such action pending?	<input type="checkbox"/>	<input type="checkbox"/>															
4. If the applicant is a corporation (other than a corporation whose stock is owned and traded by the public), association, partnership, or pharmacy, has any officer, partner, stockholder, or proprietor been convicted of a crime in connection with controlled substances under state or federal law, or ever surrendered, for cause, or had a federal controlled substance registration revoked, suspended, restricted, denied, or ever had a state professional license or controlled substance registration revoked, suspended, denied, restricted or placed on probation?	<input type="checkbox"/>	<input type="checkbox"/>															
<b>EXPLANATION OF "YES" ANSWERS</b>  Date(s) of incident: _____ Location(s) of incident: _____  Nature of incident: _____  Result of incident: _____  <small>Applicants who have answered "YES" to any of the four questions above must provide a statement to explain such answers. Use this space or attach a separate sheet and return with application.</small>																	
<b>SECTION 6</b> <b>CERTIFICATION OF EXEMPTION</b> from application fee.  Provide the name and phone number of the certifying official																	
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Check this box if the applicant is a federal, state, or local government-operated narcotic treatment program. <small>Be sure to enter name and address of the exempt institution in Section 1.</small></div><div>The undersigned hereby certifies that the applicant named hereon is a federal, state or local government-operated narcotic treatment program, and is exempt from payment of the application fee.</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>Signature of certifying official (other than applicant)</div><div>Date</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>Print or type name and title of certifying official</div><div>Telephone No. (required for verification)</div></div>																	
<b>SECTION 7</b> <b>METHOD OF PAYMENT</b>  Check one form of payment only		<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Check      <small>Make check payable to: Drug Enforcement Administration See page 3 of instructions for important information.</small></div><div>Mail this form with payment to:  U.S. Department of Justice Drug Enforcement Administration P.O. Box 28083 Washington DC 20038-8083  <b>FEE IS NON-REFUNDABLE</b></div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div><input type="checkbox"/> American Express    <input type="checkbox"/> Discover    <input type="checkbox"/> Master Card    <input type="checkbox"/> Visa</div><div>Expiration Date</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>Credit Card Number <div style="border: 1px solid black; width: 150px; height: 1.2em; margin: 2px 0;"></div></div><div><div style="border: 1px solid black; width: 30px; height: 1.2em; margin: 2px 0;"></div> - <div style="border: 1px solid black; width: 30px; height: 1.2em; margin: 2px 0;"></div></div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div>Sign if paying by credit card</div><div>Signature of Card Holder</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div></div><div>Printed Name of Card Holder</div></div>															
<b>SECTION 8</b> <b>APPLICANT'S SIGNATURE</b> Sign in ink																	
I certify that the foregoing information furnished on this application is true and correct.																	
Signature of applicant _____ Date _____																	
Print or type name and title of applicant _____																	
<small><b>WARNING:</b> Section 843(a)(4)(A) of Title 21, United States Code states that any person who knowingly or intentionally furnishes false or fraudulent information in the application is subject to imprisonment for not more than four years, a fine of not more than \$30,000, or both.</small>																	
<small>1. No registration will be issued unless a completed application form has been received (21 CFR 1301.13). 2. In accordance with the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection is 1117-0015. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. 3. The Debt Collection Improvements Act of 1990 (PL 104-134) requires that you furnish your Taxpayer Identifying Number and/or Social Security Number on this application. This number is required for debt collection procedures should your fee become uncollectable. 4. <b>PRIVACY ACT INFORMATION</b> <b>AUTHORITY:</b> Section 302 and 303 of the Controlled Substances Act of 1970 (PL 91-513) and Debt Collection Improvements Act of 1990 (PL 104-134) (for taxpayer identifying number and/or social security number). <b>PURPOSE:</b> To obtain information required to register applicants pursuant to the Controlled Substances Act of 1970. <b>ROUTINE USES:</b> The Controlled Substances Act Registration Records produces special reports as required for statistical analytical purposes. Disclosures of information from this system are made to the following categories of users for the purposes stated: A. Other federal law enforcement and regulatory agencies for law enforcement and regulatory purposes. B. State and local law enforcement and regulatory agencies for law enforcement and regulatory purposes. C. Persons registered under the Controlled Substances Act (PL 91-513) for the purpose of verifying the registration of customers. <b>EFFECT:</b> Failure to complete form will preclude processing of the application.</small>																	
<small>RENEWAL - Page 2</small>																	

# Drug Enforcement Administration Practitioner's Manual

Form-363a

## APPLICATION FOR RENEWAL Supplementary Instructions and Information

### ADDITIONAL INSTRUCTIONS

- SECTION 1. APPLICANT IDENTIFICATION** - Entry of missing data or corrections **ONLY** must be typed or printed in the blocks provided to help reduce data entry errors. Enter changes in previously provided registration information, such as name change, address correction, or new phone numbers.
- Fee exempt applicant should list the name and address of the fee exempt institution.
- A physical address is required; a post office box may be included after the street address.
- Applicant should ensure that the tax identification number (TIN) on record is correct.  
**Debt collection information is mandatory pursuant to the Debt Collection Improvement Act of 1996.**
- SECTION 2. DRUG SCHEDULES** - Applicant should check all drug schedules to be handled. However, applicants must still comply with state requirements; federal registration does not overrule state restrictions.
- Check the order form box only if you intend to purchase or to transfer schedule II controlled substances. Order forms will be mailed to the registered address following issuance of a Certificate of Registration renewal.
- SECTION 3. FDA PERMIT** - Authorization by the Food & Drug Administration is mandatory for DEA Registration approval. Enter the status of your FDA authorization and the FDA number.
- SECTION 4. STATE LICENSE(S)** - Federal registration by DEA is based upon the applicant's compliance with applicable state and local laws.
- Applicant should contact the local state licensing authority prior to completing this application. Check that you are currently authorized by the state and provide your state license number. If state licensing is not required, indicate "Not required by this state".
- SECTION 5. LIABILITY** - Applicant must answer all four questions for the application to be accepted for processing.
- If you answered "Yes" to any question, provide an explanation in the space provided. If additional space is required, you may attach a separate sheet of paper.
- SECTION 6. CERTIFICATE OF EXEMPTION** - Exemption from payment of application fee is limited to federal, state or local government-operated narcotic treatment program.
- The applicant's superior or agency officer must certify exempt status. The signature, authority title, and telephone number of the certifying official (other than the applicant) must be provided.
- SECTION 7. METHOD OF PAYMENT** - Indicate the desired method of payment. Make checks payable to "Drug Enforcement Administration". Third-party checks or checks drawn on foreign banks will not be accepted.
- FEES ARE NON-REFUNDABLE.**
- SECTION 8. APPLICANT'S SIGNATURE** - Must be the original signature (in ink) of the applicant.

### Notice to Registrants Making Payment by Check

**Authorization to Convert Your Check:** If you send us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By sending your completed, signed check to us, you authorize us to copy your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

**Insufficient Funds:** The electronic funds transfer from your account will usually occur with 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic funds transfer cannot be completed because of insufficient funds, we may try to make the transfer up to two times.

**Transaction Information:** The electronic fund transfer from your account will be on the account statement you receive from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record-keeping purposes.

**Your Rights:** You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.

RENEWAL INST - Page 3

# Drug Enforcement Administration Practitioner's Manual

Form-363a

## APPLICATION FOR RENEWAL

Supplementary Instructions and Information

### CONTACT INFORMATION

1. INTERNET: Information can be found on our web site at [www.deadiversion.usdoj.gov](http://www.deadiversion.usdoj.gov)
2. TELEPHONE: Headquarters Call Center: (800) 882-9539
3. WRITTEN INQUIRIES: Drug Enforcement Administration  
P.O. Box 28083  
Washington DC 20038-8083
4. DEA OFFICES: DEA Offices are listed below (800, 877, and 888 are toll-free numbers).

#### ATLANTA DIVISION OFFICE

ATTN: Registration  
75 Spring Street, SW, Suite 800  
Atlanta, GA 30303

Georgia (888) 869-9935  
North Carolina (888) 219-8689  
South Carolina (866) 533-6983  
Tennessee (888) 219-7898

#### BOSTON DIVISION OFFICE

JFK Federal Building  
15 New Sudbury Street, Room E400  
Boston, MA 02203-0131

Connecticut (617) 557-2200  
Maine (888) 272-5174  
Massachusetts (617) 557-2468  
New Hampshire (888) 272-5174  
Rhode Island (617) 557-2200  
Vermont (888) 272-5174

#### CARIBBEAN DIVISION OFFICE

P.O. Box 2167  
San Juan, PR 00922-2167

Puerto Rico (787) 775-1766  
U.S. Virgin Islands (787) 775-1766

#### CHICAGO DIVISION OFFICE

Kluczynski Federal Building  
230 S. Dearborn Street, Suite 1200  
Chicago, IL 60604

Illinois (312) 353-1234  
Indiana (312) 353-1236  
Minnesota (312) 353-9166  
North Dakota (312) 353-9166  
Wisconsin (312) 353-1236

#### DALLAS DIVISION OFFICE

10160 Technology Blvd., East  
Dallas, TX 75220

Oklahoma (888) 336-4704  
Texas (Northern) (888) 336-4704

#### DENVER DIVISION OFFICE

115 Inverness Drive, East  
Englewood, CO 80112

Colorado (800) 326-6900  
Montana (800) 326-6900  
Utah (800) 326-6900  
Wyoming (800) 326-6900

#### DETROIT DIVISION OFFICE

431 Howard Street  
Detroit, MI 48226

Kentucky (800) 230-6844  
Michigan (800) 230-6844  
Ohio (800) 230-6844

#### EL PASO DIVISION OFFICE

El Paso Federal Justice Center  
600 South Mesa Hills Drive, Suite 2000  
El Paso, TX 79912

New Mexico (915) 832-6014

#### HOUSTON DIVISION OFFICE

1433 West Loop South, Suite 600  
Houston, TX 77027-9506

Texas (S. & Central) (800) 743-0595

#### LOS ANGELES DIVISION OFFICE

255 East Temple Street, 20th Floor  
Los Angeles, CA 90012

California (S. Central) (213) 621-6960  
Hawaii (888) 415-9822  
Nevada (888) 415-9822  
Trust Territory (213) 894-2216

#### MIAMI DIVISION OFFICE

8400 N.W. 53rd Street  
Miami, FL 33166

Florida (305) 590-4880

#### NEWARK DIVISION OFFICE

80 Mulberry Street, 2nd Floor  
Newark, NJ 07102

New Jersey (888) 356-1071

#### NEW ORLEANS DIVISION OFFICE

3838 N. Causeway Blvd  
Lakeway III, Suite 1800  
Metairie, LA 70002

Alabama (888) 514-8051  
Arkansas (888) 514-7302  
Louisiana (888) 514-7302  
Mississippi (888) 514-7302

#### NEW YORK DIVISION OFFICE

99 Tenth Avenue  
New York, NY 10011

New York (877) 883-5789  
(212) 337-1593  
(212) 337-1594

#### PHILADELPHIA DIVISION OFFICE

William J. Green Federal Building  
600 Arch Street, Room 10224  
Philadelphia, PA 19106

Delaware (888) 393-8231  
Pennsylvania (888) 393-8231

#### PHOENIX DIVISION OFFICE

3010 N. 2nd Street, Suite 301  
Phoenix, AZ 85012

Arizona (800) 741-0902

#### SAN DIEGO DIVISION OFFICE

4560 Viewridge Avenue  
San Diego, CA 92123-1637

California (Southern) (800) 284-1152

#### SAN FRANCISCO DIVISION OFFICE

450 Golden Gate Avenue, 14th Floor  
P.O. Box 36035  
San Francisco, CA 94102

California (Northern) (888) 304-3251

#### SEATTLE DIVISION OFFICE

400 Second Avenue, West  
Seattle, WA 98119

Alaska (888) 219-4261  
Idaho (888) 219-4261  
Oregon (888) 219-4261  
Washington (888) 219-1418

#### ST. LOUIS DIVISION OFFICE

317 South 16th Street  
St. Louis, MO 63103

Iowa (888) 803-1179  
Kansas (888) 803-1179  
Missouri (888) 803-1179  
Nebraska (888) 803-1179  
South Dakota (888) 803-1179

#### WASHINGTON, D.C. DIVISION OFFICE

Techworld Plaza  
800 K Street, N.W., Suite 500  
Washington, D.C. 20001

District of Columbia (877) 801-7974  
Maryland (877) 330-6670  
Virginia (877) 801-7974  
West Virginia (877) 330-6670

RENEWAL INST - Page 4

**From:** [McAuliffe, John@CDCCR](mailto:McAuliffe, John@CDCCR)  
**To:** [Kernan, Scott@CDCCR](mailto:Kernan, Scott@CDCCR)  
**Subject:** Fw: Thiopental Injection  
**Date:** Thursday, September 30, 2010 4:01:36 PM  
**Importance:** High

---

Scott

I meet with you tomorrow at 10 and we can discuss options in detail if ok with you? Still no call from DEA but I have names and numbers.

John

---

**From:** Alston, Steve M@CDCCR  
**To:** Kernan, Scott@CDCCR  
**Cc:** McAuliffe, John@CDCCR  
**Sent:** Thu Sep 30 15:51:41 2010  
**Subject:** RE: Thiopental Injection

Scott,

Here is our take on the issue:

- The attached MSA is a vendor provided agreement covering a number of services, which, based on your note below, we should not sign.
- Based on your note this appears to be a straight purchase and not a service contract. Consequently, if [REDACTED] is in fact the vendor of choice, we will need to see if they will accept a CDCR issued purchase order.
- If you want to pursue a non-competitive bid purchase, then a justification will need to be developed explaining why this cannot go out for bid.
- The dollar value of the purchase will dictate required approvals:
  - Less than \$5,000 can be approved by OBS without an NCB.
  - If the purchase is \$5-25,000 an NCB will be required, but will not require DGS review / approval.
  - If the purchase is in excess of \$25,000 then DGS review / approval will be required.

Hope this helps!

Steve

---

**From:** Kernan, Scott@CDCCR  
**Sent:** Thursday, September 30, 2010 1:44 PM  
**To:** Alston, Steve M@CDCCR  
**Cc:** McAuliffe, John@CDCCR  
**Subject:** RE: Thiopental Injection

Steve,

Thanks for your help. Needs to be addressed confidentially.

I assume the 3 year noted in the agreement is standard. Fact is we are buying enough of the drugs to last until 2014 and would not think, but not impossible, that we would need any more during the three years. So one time transaction.

I'll have to get back to you on cost. Don't know.

The contractor would facilitate the one time purchase of the drug and we would take possession for storage at SQ. no need for them to store it.

Scott

---

**From:** Alston, Steve M@CDCR  
**Sent:** Thursday, September 30, 2010 11:21 AM  
**To:** Kernan, Scott@CDCR  
**Subject:** RE: Thiopental Injection

Scott,

Pulling our team together this afternoon to discuss in detail after which I will get back to you on this. A few questions for you:

1. Looks like a proposed three year agreement, right?
2. Estimated cost?
3. Will the proposed contractor store the inventory and ship it to CDCR on an as needed basis?

THANKS!

Steve



**From:** McAuliffe, John@CDCR  
**Sent:** Thursday, September 30, 2010 9:20 AM

**To:** Kernan, Scott@CDCR  
**Subject:** FW: Thiopental Injection

FYI  
John

---

**From:** [REDACTED]  
**Sent:** Thursday, September 30, 2010 9:15 AM  
**To:** McAuliffe, John@CDCR  
**Cc:** [REDACTED]  
**Subject:** RE: Thiopental Injection

Received.

I have attached our standard contract (MSA). A Statement of Work (SOW) will define exact work to be conducted.

Please review and redline any issues.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

---

**From:** McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]  
**Sent:** Thursday, September 30, 2010 12:05 PM  
**To:** [REDACTED]  
**Subject:** FW: Thiopental Injection  
**Importance:** High

[REDACTED]  
Thank you again here is the information and email.  
John McAuliffe

---

**From:** [REDACTED]  
**Sent:** Thursday, September 30, 2010 5:27 AM  
**To:** McAuliffe, John@CDCR  
**Subject:** Thiopental Injection  
**Importance:** High

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]  
I would be happy to supply you:



Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)  
The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55  
Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's  
£58.73  
Expiry date: 11/11

If you could supply me with the following information, I can produce a proforma invoice:

Invoice address

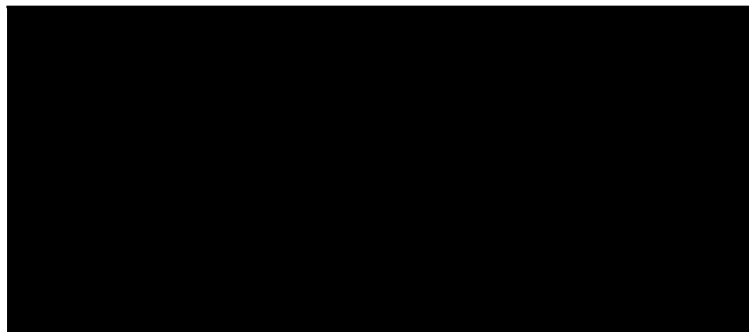
Delivery address, including contact person and contact person phone number

I will dispatch the goods to you by FedEx,  
FedEx delivery charges is separate item.

In order to get the product easier through US customs, I think it would be a good idea for you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.  
Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,  
Kind regards



**From:** McAuliffe, John@CDCR  
**To:** Kernan, Scott@CDCR  
**Subject:** Re: Thiopental Injection  
**Date:** Thursday, September 30, 2010 1:59:14 PM

---

No, DEA tracks drugs by Dr.'s DEA #. Since we can no longer use pharmacy at SQ (which would answer your question as yes) the importer would be [REDACTED] with final shipment into the USA identified as SQ. Dr.s can not import/export scheduled drugs unless DEA approves. That is why we asked the Dr's to get an additional DEA # with SQ address so that we could request DEA to approve the Dr's DEA # for import to SQ thus eliminating the need for [REDACTED] I finally talked to DEA, [REDACTED] who is in charge of import/export division and he acknowledged receiving our letter. Unfortunately he said all import approvals are above him? [REDACTED] is approving authority). [REDACTED] did say he would talk to his bosses and get back to me. That was 3 hours ago.  
John

---

**From:** Kernan, Scott@CDCR  
**To:** McAuliffe, John@CDCR  
**Sent:** Thu Sep 30 13:33:57 2010  
**Subject:** RE: Thiopental Injection

Does this mean that we can be identified as the importer using our doc's DEA number?

---

**From:** McAuliffe, John@CDCR  
**Sent:** Thursday, September 30, 2010 12:56 PM  
**To:** Kernan, Scott@CDCR  
**Subject:** FW: Thiopental Injection

Scott  
Please look at and advise and I will complete....  
John

---

**From:** [REDACTED]  
**Sent:** Thursday, September 30, 2010 12:50 PM  
**To:** McAuliffe, John@CDCR  
**Subject:** RE: Thiopental Injection

I need to know the entity that will serve as the actual importer...

- Name of entity (California Department of Corrections)
- Address of entity
- DEA Registration #
  
- Quantity of Thiopental Sodium you will be ordering

FORM 236 will be used for this transaction. Once we have all the data, the product will be ordered and this will be submitted with the order. A summary of the different Parts of Form 236 are included below [REDACTED] will coordinate the shipment and importation of the drug to its warehouse for clearance. Once released by customs and FDA, [REDACTED] will ship to you when requested. Part of 5 would be [REDACTED] address and DEA registration.

**Part** "IMPORTER" means the authorized DEA registrant who receives the controlled substance;

**1.** "EXPORTER" means the authorized DEA registrant who ships the controlled substance.

**Part**

**2.** Typical entries might read

Strength: 10 mg tablets

Size or 1,000 tablets/bottle

Weight (Bulk): 100 kilo/drum

Quantity: 100 bottles, 2 drums

If needed, use additional forms and distribute in the prescribed manner after the required documents are attached to each copy.

**Part** Self-explanatory.

**3.**

**Part** Insert name of vessel or airline and flight number, together with all intermediate carriers.

**4.** Furnish all information concerning the transportation of the goods known at the time of preparing form DEA-236.

**Part** Enter DEA registration number, if known, for "Import Declaration", or foreign registration

**5.** number, if applicable, for "Export Declaration".

If this form is prepared as a **Controlled Substance Import Declaration**, distribute as follows:

**Copies 1, 2, and 3** must be forwarded to the foreign shipper. These copies will accompany the shipment to certain points.

Upon receipt of **Copies 1, 2, and 3**, the foreign shipper will present **Copy 1** to the proper foreign government agency or authority, if required, as a prerequisite to export authorization. **Copy 1** shall then accompany the shipment to its final destination and shall be retained in the files of the importer for a period of at least two years.

**Copy 2** shall be detached by the customs official at the foreign port.

**Copy 3** shall be removed by an official of the United States Customs and Border Protection at the port of entry, certified and signed by the customs official (after noting any discrepancies), and forwarded to the Drug Enforcement Administration, Office of Diversion Control, Import / Export (ODGI) 8701 Morrisette Drive, Springfield, VA 22152.

**Copy 4** must be forwarded at least 15 days prior to importation to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit.

**Copy 5** must be retained by the importer until receipt of **Copy 1**.

If this form is prepared as a **Controlled Substance Export Declaration**, distribute as follows:

**Copies 1, 2, and 3** shall accompany the shipment to certain points.

**Copy 1** shall remain with the shipment to its final destination.

**Copy 2** shall remain with the shipment, to be detached and retained by the customs official of the foreign port of importation.

**Copy 3** shall be removed by an official of the United States Customs Service at the domestic port of exportation, certified and signed by the customs official (after noting any discrepancies), and forwarded to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit (ODGI), 8701 Morrisette Drive, Springfield, VA 22152

**Copy 4** shall be forwarded at least 15 days prior to exportation to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit (ODGI), 8701 Morrisette Drive, Springfield, VA 22152. In cases where the 15 day notice cannot be given, a special waiver may be requested from the Administration.

**Copy 5** shall be retained by the exporter as part of his records for a period of at least two years.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

---

**From:** McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]  
**Sent:** Thursday, September 30, 2010 12:05 PM  
**To:** [REDACTED]  
**Subject:** FW: Thiopental Injection  
**Importance:** High

[REDACTED]  
Thank you again here is the information and email.  
John McAuliffe

---

**From:** [REDACTED]  
**Sent:** Thursday, September 30, 2010 5:27 AM  
**To:** McAuliffe, John@CDCR  
**Subject:** Thiopental Injection  
**Importance:** High

30-09-10

Dear Mr. McAuliffe,  
Thank you for your call and thank you for your interest in [REDACTED]

I would be happy to supply you:

Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)

The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55

Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's £58.73

Expiry date: 11/11

If you could supply me with the following information, I can produce a proforma invoice:

Invoice address

Delivery address, including contact person and contact person phone number

I will dispatch the goods to you by FedEx,

FedEx delivery charges is separate item.

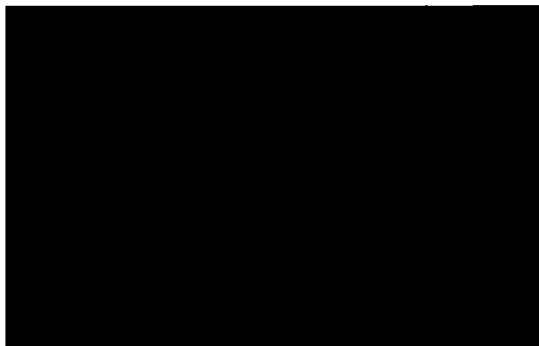
In order to get the product easier through US customs, I think it would be a good idea for you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.

Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,

Kind regards



**From:** [McAuliffe, John@CDCR](mailto:McAuliffe, John@CDCR)  
**To:** [Kernan, Scott@CDCR](mailto:Kernan, Scott@CDCR)  
**Subject:** FW: Thiopental Injection  
**Date:** Thursday, September 30, 2010 12:55:00 PM  
**Attachments:** [236\\_blank.pdf](#)

---

Scott  
Please look at and advise and I will complete.....  
John

---

**From:** [REDACTED]  
**Sent:** Thursday, September 30, 2010 12:50 PM  
**To:** McAuliffe, John@CDCR  
**Subject:** RE: Thiopental Injection

I need to know the entity that will serve as the actual importer...

- Name of entity (California Department of Corrections)
- Address of entity
- DEA Registration #
  
- Quantity of Thiopental Sodium you will be ordering

FORM 236 will be used for this transaction. Once we have all the data, the product will be ordered and this will be submitted with the order. A summary of the different Parts of Form 236 are included below. [REDACTED] will coordinate the shipment and importation of the drug to its warehouse for clearance. Once released by customs and FDA, [REDACTED] will ship to you when requested. Part of 5 would be [REDACTED] address and DEA registration.

**Part** "IMPORTER" means the authorized DEA registrant who receives the controlled substance;

1. "EXPORTER" means the authorized DEA registrant who ships the controlled substance.

**Part**  
2. Typical entries might read

Strength:	10 mg tablets
Size or	1,000 tablets/bottle
Weight (Bulk):	100 kilo/drum
Quantity:	100 bottles, 2 drums

If needed, use additional forms and distribute in the prescribed manner after the required documents are attached to each copy.

**Part** Self-explanatory.

3.

**Part** Insert name of vessel or airline and flight number, together with all intermediate carriers.

U. S. Department of Justice / Drug Enforcement Administration <b>CONTROLLED SUBSTANCES IMPORT / EXPORT DECLARATION</b> <i>( Read Instructions on reverse before completing )</i>		OMB APPROVAL No. 1117 - 0009
		See reverse for Privacy Act
1. CHECK ONE <input type="checkbox"/> <b>IMPORT DECLARATION</b> Nonnarcotic Substances in Schedules III, IV, V <input type="checkbox"/> <b>EXPORT DECLARATION</b> Nonnarcotic Substances in Schedules III, and IV and all substances in Schedule V		<b>U.S. CUSTOMS CERTIFICATION</b> Date of Departure / Arrival
IMPORTER/EXPORTER (Name and Address)   DEA REGISTRATION NO.	BROKER OR FORWARDING AGENT, IF USED (Name and Address)	Name of Carrier / Vessel  Date of Certification  Signature of Customs Official
<b>2. CONTROLLED SUBSTANCES TO BE IMPORTED OR EXPORTED</b>		
2a. NAME AND QUANTITY OF DRUG or PREPARATION <i>(Enter names as shown on labels; numbers and sizes of packages; strength of tablets, capsules, etc., CSA Drug Code and NDC Number)</i>	2b. CONTROLLED SUBSTANCE CONTENT OF DRUG OR PREPARATION expressed as acid, base or alkaloid. <i>(Enter names of controlled substances contained in the drug; compound, or preparation)</i>	2c. DATE IMPORTED/EXPORTED AND ACTUAL QUANTITY <i>(Completed by registrant at time of transaction)</i>
3. <input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC PORT OF EXPORTATION (last U.S. Customs Port) AND APPROX. DEPARTURE DATE		<input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC PORT OF IMPORTATION (first U.S. Customs Port) AND APPROX. ARRIVAL DATE
4. MODE OF TRANSPORT; NAME OF VESSEL / CARRIER (if known)		NAME OF ALL INTERMEDIATE CARRIERS
5. NAME AND ADDRESS OF FOREIGN CONSIGNEE/CONSIGNOR		
I hereby certify that the above named substance(s) to be <input type="checkbox"/> Imported, <input type="checkbox"/> Exported, are intended for <input type="checkbox"/> Legitimate medical need, <input type="checkbox"/> Scientific research, <input type="checkbox"/> Other (If intended for reexport beyond the country of destination described in block 5 above, attach documentation per Title 21, CFR 1312.27.) If used as "Export Declaration", attach documentation that importation is not contrary to the laws or regulations of the country of destination.		
SIGNATURE OF AUTHORIZED INDIVIDUAL OF IMPORTER/EXPORTER, BROKER OR FORWARDING AGENT	DATE	NAME OF FIRM AND TELEPHONE NUMBER

U. S. Department of Justice / Drug Enforcement Administration <b>CONTROLLED SUBSTANCES IMPORT / EXPORT DECLARATION</b> <i>( Read Instructions on reverse before completing )</i>		OMB APPROVAL No. 1117 - 0009
		See reverse for Privacy Act
1. <input type="checkbox"/> <b>IMPORT DECLARATION</b> Nonnarcotic Substances in Schedules III, IV, V <input type="checkbox"/> <b>EXPORT DECLARATION</b> Nonnarcotic Substances in Schedules III, and IV and all substances in Schedule V		<b>U.S. CUSTOMS CERTIFICATION</b>
CHECK ONE IMPORTER/EXPORTER (Name and Address)		Date of Departure / Arrival
BROKER OR FORWARDING AGENT, IF USED (Name and Address)		Name of Carrier / Vessel
DEA REGISTRATION NO.		Date of Certification
2. CONTROLLED SUBSTANCES TO BE IMPORTED OR EXPORTED		Signature of Customs Official
2a. NAME AND QUANTITY OF DRUG or PREPARATION <i>(Enter names as shown on labels; numbers and sizes of packages; strength of tablets, capsules, etc., CSA Drug Code and NDC Number)</i>	2b. CONTROLLED SUBSTANCE CONTENT OF DRUG OR PREPARATION expressed as acid, base or alkaloid. <i>(Enter names of controlled substances contained in the drug; compound, or preparation)</i>	2c. DATE IMPORTED/EXPORTED AND ACTUAL QUANTITY <i>(Completed by registrant at time of transaction)</i>
3. <input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC    PORT OF EXPORTATION (last U.S. Customs Port) AND APPROX. DEPARTURE DATE		<input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC    PORT OF IMPORTATION (first U.S. Customs Port) AND APPROX. ARRIVAL DATE
4. MODE OF TRANSPORT; NAME OF VESSEL / CARRIER (if known)		NAME OF ALL INTERMEDIATE CARRIERS
5. NAME AND ADDRESS OF FOREIGN CONSIGNEE/CONSIGNOR		
I hereby certify that the above named substance(s) to be <input type="checkbox"/> Imported, <input type="checkbox"/> Exported, are intended for <input type="checkbox"/> Legitimate medical need, <input type="checkbox"/> Scientific research, <input type="checkbox"/> Other    (If intended for reexport beyond the country of destination described in block 5 above, attach documentation per Title 21, CFR 1312.27.) If used as "Export Declaration", attach documentation that importation is not contrary to the laws or regulations of the country of destination.		
SIGNATURE OF AUTHORIZED INDIVIDUAL OF IMPORTER/EXPORTER, BROKER OR FORWARDING AGENT	DATE	NAME OF FIRM AND TELEPHONE NUMBER



U. S. Department of Justice / Drug Enforcement Administration <b>CONTROLLED SUBSTANCES IMPORT / EXPORT DECLARATION</b> <i>( Read Instructions on reverse before completing )</i>		OMB APPROVAL No. 1117 - 0009  See reverse for Privacy Act
1. CHECK ONE <input type="checkbox"/> <b>IMPORT DECLARATION</b> Nonnarcotic Substances in Schedules III, IV, V  <input type="checkbox"/> <b>EXPORT DECLARATION</b> Nonnarcotic Substances in Schedules III, and IV and all substances in Schedule V		<b>U.S. CUSTOMS CERTIFICATION</b> <hr/> Date of Departure / Arrival  <hr/> Name of Carrier / Vessel  <hr/> Date of Certification  <hr/> Signature of Customs Official
IMPORTER/EXPORTER (Name and Address)     DEA REGISTRATION NO.	BROKER OR FORWARDING AGENT, IF USED (Name and Address)	
2. CONTROLLED SUBSTANCES TO BE IMPORTED OR EXPORTED		
2a. NAME AND QUANTITY OF DRUG or PREPARATION <i>(Enter names as shown on labels; numbers and sizes of packages; strength of tablets, capsules, etc., CSA Drug Code and NDC Number)</i>	2b. CONTROLLED SUBSTANCE CONTENT OF DRUG OR PREPARATION expressed as acid, base or alkaloid. <i>(Enter names of controlled substances contained in the drug; compound, or preparation)</i>	2c. DATE IMPORTED/EXPORTED AND ACTUAL QUANTITY <i>(Completed by registrant at time of transaction)</i>
3. <input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC PORT OF EXPORTATION (last U.S. Customs Port) AND APPROX. DEPARTURE DATE		<input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC PORT OF IMPORTATION (first U.S. Customs Port) AND APPROX. ARRIVAL DATE
4. MODE OF TRANSPORT; NAME OF VESSEL / CARRIER (if known)		NAME OF ALL INTERMEDIATE CARRIERS
5. NAME AND ADDRESS OF FOREIGN CONSIGNEE/CONSIGNOR		
I hereby certify that the above named substance(s) to be <input type="checkbox"/> Imported, <input type="checkbox"/> Exported, are intended for <input type="checkbox"/> Legitimate medical need, <input type="checkbox"/> Scientific research, <input type="checkbox"/> Other    (If intended for reexport beyond the country of destination described in block 5 above, attach documentation per Title 21, CFR 1312.27.)  If used as "Export Declaration", attach documentation that importation is not contrary to the laws or regulations of the country of destination.		
SIGNATURE OF AUTHORIZED INDIVIDUAL OF IMPORTER/EXPORTER, BROKER OR FORWARDING AGENT	DATE	NAME OF FIRM AND TELEPHONE NUMBER

U. S. Department of Justice / Drug Enforcement Administration <b>CONTROLLED SUBSTANCES IMPORT / EXPORT DECLARATION</b> <i>( Read Instructions on reverse before completing )</i>		OMB APPROVAL No. 1117 - 0009
		See reverse for Privacy Act
1. CHECK ONE <input type="checkbox"/> <b>IMPORT DECLARATION</b> Nonnarcotic Substances in Schedules III, IV, V <input type="checkbox"/> <b>EXPORT DECLARATION</b> Nonnarcotic Substances in Schedules III, and IV and all substances in Schedule V		<b>U.S. CUSTOMS CERTIFICATION</b>
IMPORTER/EXPORTER (Name and Address)		Date of Departure / Arrival
BROKER OR FORWARDING AGENT, IF USED (Name and Address)		Name of Carrier / Vessel
DEA REGISTRATION NO.		Date of Certification
2. CONTROLLED SUBSTANCES TO BE IMPORTED OR EXPORTED		Signature of Customs Official
2a. NAME AND QUANTITY OF DRUG or PREPARATION <i>(Enter names as shown on labels; numbers and sizes of packages; strength of tablets, capsules, etc., CSA Drug Code and NDC Number)</i>	2b. CONTROLLED SUBSTANCE CONTENT OF DRUG OR PREPARATION expressed as acid, base or alkaloid. <i>(Enter names of controlled substances contained in the drug; compound, or preparation)</i>	2c. DATE IMPORTED/EXPORTED AND ACTUAL QUANTITY <i>(Completed by registrant at time of transaction)</i>
3. <input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC    PORT OF EXPORTATION (last U.S. Customs Port) AND APPROX. DEPARTURE DATE		<input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC    PORT OF IMPORTATION (first U.S. Customs Port) AND APPROX. ARRIVAL DATE
4. MODE OF TRANSPORT; NAME OF VESSEL / CARRIER (if known)		NAME OF ALL INTERMEDIATE CARRIERS
5. NAME AND ADDRESS OF FOREIGN CONSIGNEE/CONSIGNOR		
I hereby certify that the above named substance(s) to be <input type="checkbox"/> Imported, <input type="checkbox"/> Exported, are intended for <input type="checkbox"/> Legitimate medical need, <input type="checkbox"/> Scientific research, <input type="checkbox"/> Other (If intended for reexport beyond the country of destination described in block 5 above, attach documentation per Title 21, CFR 1312.27.) If used as "Export Declaration", attach documentation that importation is not contrary to the laws or regulations of the country of destination.		
SIGNATURE OF AUTHORIZED INDIVIDUAL OF IMPORTER/EXPORTER, BROKER OR FORWARDING AGENT	DATE	NAME OF FIRM AND TELEPHONE NUMBER

U. S. Department of Justice / Drug Enforcement Administration <b>CONTROLLED SUBSTANCES IMPORT / EXPORT DECLARATION</b> <i>( Read Instructions on reverse before completing )</i>		OMB APPROVAL No. 1117 - 0009
		See reverse for Privacy Act
1. CHECK ONE <input type="checkbox"/> IMPORT DECLARATION      Nonnarcotic Substances in Schedules III, IV, V <input type="checkbox"/> EXPORT DECLARATION      Nonnarcotic Substances in Schedules III, and IV and all substances in Schedule V		<b>U.S. CUSTOMS CERTIFICATION</b>
IMPORTER/EXPORTER (Name and Address)		Date of Departure / Arrival
BROKER OR FORWARDING AGENT, IF USED (Name and Address)		Name of Carrier / Vessel
DEA REGISTRATION NO.		Date of Certification
2. CONTROLLED SUBSTANCES TO BE IMPORTED OR EXPORTED		Signature of Customs Official
2a. NAME AND QUANTITY OF DRUG or PREPARATION <i>(Enter names as shown on labels; numbers and sizes of packages; strength of tablets, capsules, etc., CSA Drug Code and NDC Number)</i>	2b. CONTROLLED SUBSTANCE CONTENT OF DRUG OR PREPARATION expressed as acid, base or alkaloid. <i>(Enter names of controlled substances contained in the drug; compound, or preparation)</i>	2c. DATE IMPORTED/EXPORTED AND ACTUAL QUANTITY <i>(Completed by registrant at time of transaction)</i>
3. <input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC PORT OF EXPORTATION (last U.S. Customs Port) AND APPROX. DEPARTURE DATE		<input type="checkbox"/> FOREIGN <input type="checkbox"/> DOMESTIC PORT OF IMPORTATION (first U.S. Customs Port) AND APPROX. ARRIVAL DATE
4. MODE OF TRANSPORT; NAME OF VESSEL / CARRIER (if known)		NAME OF ALL INTERMEDIATE CARRIERS
5. NAME AND ADDRESS OF FOREIGN CONSIGNEE/CONSIGNOR		
I hereby certify that the above named substance(s) to be <input type="checkbox"/> Imported, <input type="checkbox"/> Exported, are intended for <input type="checkbox"/> Legitimate medical need, <input type="checkbox"/> Scientific research, <input type="checkbox"/> Other (If intended for reexport beyond the country of destination described in block 5 above, attach documentation per Title 21, CFR 1312.27.) If used as "Export Declaration", attach documentation that importation is not contrary to the laws or regulations of the country of destination.		
SIGNATURE OF AUTHORIZED INDIVIDUAL OF IMPORTER/EXPORTER, BROKER OR FORWARDING AGENT	DATE	NAME OF FIRM AND TELEPHONE NUMBER

## INSTRUCTIONS FOR COMPLETING FORM DEA-236

This form is to be used in notifying DEA of all Imports or Exports as required by Title III Sections 100 and 100 as amended of the Controlled Substances Import and Export Act of 1966, U.S.C. and . This form may be prepared and signed by the actual Importer or Exporter or by the Broker or Forwarding Agent used. The following instructions supplement the parts of the DEA Form which are not completely self explanatory.

**Part 1.** "Importer" means the authorized DEA registrant who receives the controlled substance "Exporter" means the authorized DEA registrant who ships the controlled substance.

**Part 2.** Typical entries might read

Strength	10 mg tablets
Size or	1 000 tablets bottle
Weight	100 kilo drum
Quantity	100 bottles drums

**Part 3.** If needed use additional forms and distribute in the prescribed manner after the required documents are attached to each copy. Self explanatory.

**Part 4.** Insert name of vessel or airline and flight number together with all intermediate carriers. Furnish all information concerning the transportation of the goods known at the time of preparing form DEA .

**Part 5.** Enter DEA registration number if known for "Import Declaration" or foreign registration number if applicable for "Export Declaration".

## INSTRUCTIONS FOR DISTRIBUTING FORM DEA-236

If this form is prepared as a **Controlled Substance Import Declaration** distribute as follows

**Copies 1, 2, and 3** must be forwarded to the foreign shipper. These copies will accompany the shipment to certain points.

Upon receipt of **Copies 1, 2, and 3**, the foreign shipper will present **Copy 1** to the proper foreign government agency or authority if required as a prerequisite to export authorization. **Copy 1** shall then accompany the shipment to its final destination and shall be retained in the files of the importer for a period of at least two years.

**Copy 2** shall be detached by the customs official at the foreign port.

**Copy 3** shall be removed by an official of the United States Customs and Border Protection at the port of entry certified and signed by the customs official after noting any discrepancies and forwarded to the Drug Enforcement Administration Office of Diversion Control Import Export Unit D I 01 Morrisette Drive Springfield A 1 .

**Copy 4** must be forwarded at least 1 days prior to importation to the Drug Enforcement Administration Office of Diversion Control Import Export Unit D I 01 Morrisette Drive Springfield A 1 .

**Copy 5** must be retained by the importer until receipt of **Copy 1**.

If this form is prepared as a **Controlled Substance Export Declaration** distribute as follows

**Copies 1, 2, and 3** shall accompany the shipment to certain points.

**Copy 1** shall remain with the shipment to its final destination.

**Copy 2** shall remain with the shipment to be detached and retained by the customs official of the foreign port of importation.

**Copy 3** shall be removed by an official of the United States Customs and Border Protection at the domestic port of exportation certified and signed by the customs official after noting any discrepancies and forwarded to the Drug Enforcement Administration Office of Diversion Control Import Export Unit D I 01 Morrisette Drive Springfield A 1 .

**Copy 4** shall be forwarded at least 1 days prior to exportation to the Drug Enforcement Administration Office of Diversion Control Import Export Unit D I 01 Morrisette Drive Springfield A 1 . In cases where the 1 day notice cannot be given a special waiver may be requested from the Administration.

**Copy 5** shall be retained by the exporter as part of his records for a period of at least two years.

## PRIVACY ACT INFORMATION

**AUTHORITY** Sections 100 and 100 of the Controlled Substances Act of 1966, U.S.C. as amended, U.S.C. and .

**PURPOSE** To obtain information regarding the importation of nonnarcotic substances in Schedules III, IV, and V and the exportation of nonnarcotic substances in Schedules III, IV, and V and all substances in Schedule I.

**ROUTINE USES** The Controlled Substances Import Export Declaration produces special reports as required for statistical and law enforcement purposes. Disclosure of information from this system are made to the following categories of users for the purposes stated.

A. Other Federal law enforcement and regulatory agencies for law enforcement purposes.

B. State and local law enforcement and regulatory agencies for law enforcement and regulatory purposes.

**EFFECT** Failure to complete this form will preclude requested importation or exportation of the referenced controlled substances.

Under the Paperwork Reduction Act a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 1 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to the Drug Enforcement Administration Field Records Management Section Washington D.C. 20535 and to the Office of Management and Budget Paperwork Reduction Project 0-111-000 Washington D.C. 20503.

4. Furnish all information concerning the transportation of the goods known at the time of preparing form DEA-236.

**Part** Enter DEA registration number, if known, for "Import Declaration", or foreign registration

5. number, if applicable, for "Export Declaration".

If this form is prepared as a **Controlled Substance Import Declaration**, distribute as follows:

**Copies 1, 2, and 3** must be forwarded to the foreign shipper. These copies will accompany the shipment to certain points.

Upon receipt of **Copies 1, 2, and 3**, the foreign shipper will present **Copy 1** to the proper foreign government agency or authority, if required, as a prerequisite to export authorization. **Copy 1** shall then accompany the shipment to its final destination and shall be retained in the files of the importer for a period of at least two years.

**Copy 2** shall be detached by the customs official at the foreign port.

**Copy 3** shall be removed by an official of the United States Customs and Border Protection at the port of entry, certified and signed by the customs official (after noting any discrepancies), and forwarded to the Drug Enforcement Administration, Office of Diversion Control, Import / Export (ODGI) 8701 Morrisette Drive, Springfield, VA 22152.

**Copy 4** must be forwarded at least 15 days prior to importation to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit.

**Copy 5** must be retained by the importer until receipt of **Copy 1**.

If this form is prepared as a **Controlled Substance Export Declaration**, distribute as follows:

**Copies 1, 2, and 3** shall accompany the shipment to certain points.

**Copy 1** shall remain with the shipment to its final destination.

**Copy 2** shall remain with the shipment, to be detached and retained by the customs official of the foreign port of importation.

**Copy 3** shall be removed by an official of the United States Customs Service at the domestic port of exportation, certified and signed by the customs official (after noting any discrepancies), and forwarded to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit (ODGI), 8701 Morrisette Drive, Springfield, VA 22152

**Copy 4** shall be forwarded at least 15 days prior to exportation to the Drug Enforcement Administration, Office of Diversion Control, Import / Export Unit (ODGI), 8701 Morrisette Drive, Springfield, VA 22152. In cases where the 15 day notice cannot be given, a special waiver may be requested from the Administration.

**Copy 5** shall be retained by the exporter as part of his records for a period of at least two years.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

---

**From:** McAuliffe, John@CDCR [mailto:John.McAuliffe@cdcr.ca.gov]  
**Sent:** Thursday, September 30, 2010 12:05 PM  
**To:** [REDACTED]  
**Subject:** FW: Thiopental Injection  
**Importance:** High

[REDACTED]  
Thank you again here is the information and email.  
John McAuliffe

---

**From:** [REDACTED]  
**Sent:** Thursday, September 30, 2010 5:27 AM  
**To:** McAuliffe, John@CDCR  
**Subject:** Thiopental Injection  
**Importance:** High

30-09-10

Dear Mr. McAuliffe,

Thank you for your call and thank you for your interest in [REDACTED]

I would be happy to supply you:

Thiopental Injection , powder for reconstitution, thiopental sodium, 500-mg vial packs of 25's £196.75 (pounds sterling)  
The current expiry date is February 2014.

POTASSIUM CHLORIDE 1.5GM 10ML INJ. PACKS OF 10 £15.55  
Expiry date: 01/13

Pancuronium Injection, pancuronium bromide 2 mg/mL, 2-mL amp packs of 10's  
£58.73  
Expiry date: 11/11

If you could supply me with the following information, I can produce a proforma invoice:  
Invoice address  
Delivery address, including contact person and contact person phone number

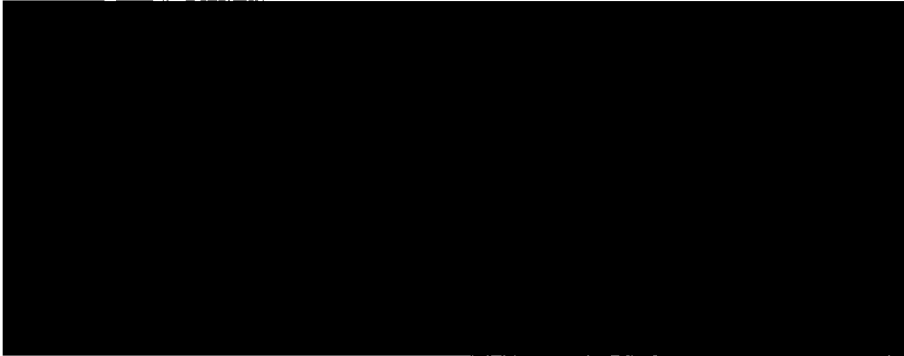
I will dispatch the goods to you by FedEx,  
FedEx delivery charges is separate item.

In order to get the product easier through US customs, I think it would be a goods idea for

you to write a letter in the department letterhead, attention of US custom and let them know why you need this product. I would include this letter in your shipment.  
Please also email or fax me a copy of your DEA license, to include it in your shipment.

Please let me know if you need further information.

Many thanks,  
Kind regards



**From:** [McAuliffe, John@CDJR](mailto:McAuliffe, John@CDJR)  
**To:** [Kernan, Scott@CDJR](mailto:Kernan, Scott@CDJR)  
**Subject:** FW: Thiopental Injection  
**Date:** Thursday, September 30, 2010 9:19:00 AM  
**Attachments:** [Master Service Agreement Template, 06.05.09.05.09.DOC](#)

---

FYI  
John

---

**From:** [REDACTED]  
**Sent:** Thursday, September 30, 2010 9:15 AM  
**To:** McAuliffe, John@CDJR  
**Cc:** [REDACTED]  
[REDACTED] Injection

Received.

I have attached our standard contract (MSA). A Statement of Work (SOW) will define exact work to be conducted.

Please review and redline any issues.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

---

**From:** McAuliffe, John@CDJR [mailto:[John.McAuliffe@cdcr.ca.gov](mailto:John.McAuliffe@cdcr.ca.gov)]  
**Sent:** Thursday, September 30, 2010 12:05 PM  
**To:** [REDACTED]  
**Subject:** FW: Thiopental Injection  
**Importance:** High

[REDACTED]  
Thank you again here is the information and email.  
John McAuliffe

---

**From:** [REDACTED]  
**Sent:** Thursday, September 30, 2010 5:27 AM  
**To:** McAuliffe, John@CDJR  
**Subject:** Thiopental Injection  
**Importance:** High

30-09-10



[REDACTED]

## MASTER SERVICE AGREEMENT TO PROVIDE PHARMACEUTICAL SUPPORT SERVICES

THIS MASTER SERVICE AGREEMENT TO PROVIDE PHARMACEUTICAL SUPPORT SERVICES this MSA is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 0 by and between \_\_\_\_\_ a n \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ the lient and \_\_\_\_\_ an Indiana corporation \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ the Facility. As used in this MSA the term Facility will also include any additional facilities which may be operated by \_\_\_\_\_ in the future so long as such facilities meet the same quality standards as the Facility.

### Preliminary Statements

**WHEREAS** \_\_\_\_\_ is in the business of providing biological pharmaceutical and medical device support services including but not limited to storage and distribution of products under controlled temperatures the "Services"

**WHEREAS** the lient wishes to store certain of its products and supplies individually a roduct and collectively the roducts at the Facility

**WHEREAS** this MSA sets forth the general terms and conditions under which \_\_\_\_\_ will store the lient's roducts

**NOW, THEREFORE** in consideration of the covenants representations warranties and mutual agreements in this MSA contained and other good and valuable consideration the receipt and sufficiency of which are acknowledged \_\_\_\_\_ and the lient agree as follows

### Terms and Conditions

#### Section 1. General Terms.

**Section 1.1 Definitions.** When used herein the capitali ed terms above shall have the meanings therein stated and the following capitali ed terms shall have the meaning ascribed to them below. Any capitali ed term used but not defined in this MSA has the same meaning as used in the S or any subse uent Statement of ork.

- a " lient parties" shall have the meaning ascribed thereto in Section . . .
- b " onfidential Information" shall have the meaning ascribed thereto in Section .1.
- c " Indemnitee" shall have the meaning ascribed thereto in Section . . .
- d " Indemnitor" shall have the meaning ascribed thereto in Section . . .
- e " Initial eriod" shall have the meaning ascribed thereto in Section .1.
- f " ffer eriod" shall have the meaning ascribed thereto in Section . a .
- g " enewal eriod" shall have the meaning ascribed thereto in Section .1.
- h " \_\_\_\_\_ laims" shall have the meaning ascribed thereto in Section .1.
- i " \_\_\_\_\_ arties" shall have the meaning ascribed thereto in Section .1.

"S" shall have the meaning ascribed thereto in Section 1.

k "Statement of work" shall have the meaning ascribed thereto in Section 1.

l "Term" shall have the meaning ascribed thereto in Section 1.

**Section 1.2 Relationship Between MSA and Statements of Work.** [REDACTED] will store the products in accordance with the terms set forth in this MSA and a separate work order specific to a particular product or products each a Statement of work. A Statement of work may be modified from time to time by way of an amended or supplemental Statement of work signed by both parties. The parties have contemporaneously executed a Statement of work o. 1 the "S" which is attached as Exhibit 1 to this MSA. Additional future Statements of work will be attached as Exhibits in consecutive order. In the event of any conflict or contradiction between the provisions of the S or any other Statement of work and this MSA the S will control but to the maximum extent reasonably practicable each Statement of work will be deemed to be a supplement to this MSA.

**Section 1.3 Right to Store Goods.** The client represents and warrants that the client is in lawful possession and has full legal title to every product to be stored in the Facility or to be handled in any manner by [REDACTED] and has the right and authority to store them at the Facility and to engage [REDACTED] to perform the Services. The client will provide [REDACTED] with information concerning the products which is accurate, complete and sufficient to enable [REDACTED] to comply with all laws and regulations concerning the storage, handling and transportation of the products including but not limited to any facts or circumstances that may make either the products the transportation of the products or the storage of the products in any way hazardous to health.

**Section 1.4 Packaging and Labeling.** To the extent that any Statement of work provides that [REDACTED] will provide packaging and/or labeling services for the client the client will deliver to [REDACTED] either a the applicable packaging materials and/or labels or b detailed instructions including label text and artwork for all packages and labels including all information required by applicable law to be included on the label of the applicable product and the client acknowledges that [REDACTED] will rely on the accuracy of such information without additional independent investigation.

**Section 1.5 Domestic Distribution of Commercial Pharmaceutical Products.** If applicable [REDACTED] will distribute pharmaceutical products within the continental United States in compliance with its FDA accreditation and license and in compliance with the various state licenses which it currently holds. If client requests distribution to states in which [REDACTED] does not currently hold a state license which permits them to do so then client must notify [REDACTED] of this request and give [REDACTED] reasonable time to secure that state license. [REDACTED] retains the right to refuse distribution to the given state if in its sole discretion it decides that the burden of securing the license outweighs the current business opportunity.

## **Section 2. Term/Termination.**

**Section 2.1 Term.** This MSA will commence on the date set forth above and will have an initial term of three years the Initial period and will automatically renew for additional one year periods each a renewal period at the end of the Initial period and each renewal period thereafter unless the client or [REDACTED] provides written notice to the other of its decision not to renew the MSA at least sixty (60) days prior to the expiration of the Initial period or the then current renewal period. Notwithstanding the foregoing this MSA will continue until satisfaction of any obligations under any Statement of work which is executed during the Initial period or any applicable renewal period. The period that this MSA is actually in effect in accordance with the provisions hereof is referred to in this MSA as the "Term".

**Section 2.2 Termination of this MSA for Breach.** In the event of a material breach of this MSA or a Statement of work by either party including but not limited to the client's failure to pay all charges as specified in this MSA by the due date the other party may terminate this MSA upon thirty (30) days prior written notice to the breaching party provided that such breach is not cured as contemplated below. The notice will describe the material breach in reasonable detail. The receiving party will be entitled to cure the material breach during such thirty (30) day period and if not cured this MSA and all Statements of work will terminate effective at the end of the thirty (30) day period provided however all accrued rights and obligations including the client's obligations to pay any and all charges due hereunder with respect to the period prior to the termination date will survive the termination of this MSA and the Statements of work until fully discharged.

**Section 2.3 Termination of Statement of Work.** A Statement of work may be terminated by either party with or without cause upon ninety (90) days prior written notice to the other party provided however all accrued rights and obligations including the client's obligations to pay any and all charges due thereunder with respect to the period prior to the termination date will survive the termination of the Statement of work and this MSA until fully discharged. Termination of a Statement of work will not terminate this MSA unless the terminating party is entitled to terminate this MSA in accordance with Section 2.2 and properly exercises such right in accordance with such section.

### **Section 3. Compensation.**

**Section 3.1 Terms of Payment.** [REDACTED] will provide the client a monthly invoice setting forth all of the charges then due. Payment of the charges is due within thirty (30) days of date of the applicable invoice. In the event any charges are not paid when due a late payment fee equal to five percent of the charges then due will be assessed against the client. Any charges not paid within thirty (30) days of the date of invoice will accrue interest at the maximum rate allowed by law in addition to the five percent late payment fee. The client will reimburse [REDACTED] for all costs [REDACTED] incurs including reasonable attorneys' fees and collection costs in collecting amounts owed by the client.

### **Section 3.2 Offer Period.**

a The charges noted on a Statement of work will remain valid for a period of thirty (30) days from the date the Statement of work is signed by [REDACTED] the offer period. The client must indicate its acceptance of the quoted charges by signing and delivering the Statement of work to [REDACTED] within the offer period. In the absence of written acceptance the act of tendering the product for storage or other Services by [REDACTED] within the offer period will constitute acceptance by the client of the terms and conditions specified in the applicable Statement of work.

b If a product does not conform to the description on the applicable Statement of work or if a product is tendered to [REDACTED] after the offer period or if a product is delivered to the Facility after the delivery date specified on the Statement of work [REDACTED] may refuse to accept such product in its sole discretion. If [REDACTED] accepts such product the parties shall negotiate in good faith for the charges for handling such product consistent with the charges outlined in the Statement of work.

### **Section 4. Risk of Loss.**

**Section 4.1 Risk of Loss.** The client will bear the risk of any loss of or to any and all products at all times even when the product is in the possession of [REDACTED] at the Facility or otherwise. [REDACTED] will not be liable for loss, delay or damage of any kind resulting from defects in containers or other storage media furnished by or on behalf of the client. Release of a product to a person in accordance with the instruction of a client representative will be considered delivery to the client and [REDACTED] responsibilities in respect of such product will cease upon such delivery.

**Section 4.2 Limits on Liability.** Notwithstanding anything in this MSA or any Statement of work to the contrary, [REDACTED] total liability to the Client and all "Client Parties" as defined below for damages arising out of or relating to this MSA, any Statement of work, any attachment to this MSA or any other written agreement made pursuant to this MSA, regardless of the legal theory of the claim, and including any claim for indemnification under Section [REDACTED] will not exceed and [REDACTED] will not be required to pay or reimburse the Client or any other Client Parties for any amount in excess of the amount actually paid to [REDACTED] by Client under this MSA and the applicable Statements of work with respect to the products which are involved in the claim. The Client's claim for a return of such amounts paid will be the Client's exclusive remedy for any damages under this MSA and the applicable Statements of work. Notwithstanding anything in this MSA, any Statement of work, any attachment to this MSA or any other written agreement made pursuant to this MSA to the contrary, in the event of a loss of product by Client in which the loss is adjudged to be directly attributable to Sentry's gross negligence and/or willful misconduct, [REDACTED] damages to Client will not exceed the limits of insurance coverages identified in Section [REDACTED] below. Notwithstanding anything in this MSA, any Statement of work, any attachment to this MSA or any other written agreement made pursuant to this MSA to the contrary, under no circumstances will either party be entitled to a incidental indirect consequential or special damages or b punitive or exemplary damages arising in connection with the default or breach of either party in the performance of any of its obligations under this MSA or any Statement of work. The parties expressly waive any right or claim to incidental indirect consequential special punitive or exemplary damages each may have or which may arise in the future in connection with any proceeding claim or controversy directly or indirectly involving this MSA, any Statement of work or any of the Services. Damages to the products shall be calculated on the basis of the replacement cost for the products.

**Section 4.3 Insurance.** Products are not insured by [REDACTED] against loss or injury however caused.

a. The Client agrees to obtain at its own cost insurance coverage for each product and to provide [REDACTED] with evidence of such insurance upon request. The Client agrees to maintain adequate commercial general liability limits such limits will not be less than 1 000 000 per occurrence and 000 000 in aggregate. Client also agrees to list [REDACTED] as additional insured on its policies and to provide [REDACTED] with thirty (30) days written notice upon the cancellation of any insurance coverage.

b. [REDACTED] will at its own expense during the term of this MSA maintain insurance as follows: i. Errors and omissions insurance in an amount not less than 000 000 of coverage; ii. Comprehensive general liability Insurance with a combined single limit for bodily injury and property damage liability of not less than 000 000 with respect to any one occurrence; iii. Warehousemen legal liability insurance in an amount not less than 00 000; and iv. Workers compensation and Employers liability Insurance as required by the State of Indiana, carried under a co-employer contract.

**Section 4.4 Environmental Costs.** Where damage, loss or injury occurs to stored products other than as a result of a material breach by [REDACTED] of its obligations hereunder which results in a release or a threatened release of product constituents in, on or at the Facility, the Client will be responsible for the cost of removing and disposing of such products and the cost of any environmental clean up and site remediation resulting from the damage, loss or injury to the products.

**Section 4.5 Notice of Loss, Claim and Filing of Suit.** The Client will promptly give [REDACTED] notice of any loss of or damage to any product that the Client believes was caused in whole or in part by [REDACTED] claims against [REDACTED] by the Client and any other persons claiming by or through the Client must be presented in writing to [REDACTED] within a reasonable time and in no event longer than either sixty (60) days after delivery of the product by [REDACTED] or sixty (60) days after the Client or the last known holder of a negotiable warehouse receipt is notified by [REDACTED] that damage, loss or injury to part or all of the

products has occurred whichever time is shorter. No action may be maintained by the client or any third parties against [REDACTED] for damage loss or injury to stored products unless timely written notice has been given as provided in this Section [REDACTED] and unless such claim is commenced either within six months after date of delivery by [REDACTED] or within six months after the client or the last known holder of a negotiable warehouse receipt is notified that damage loss or injury to part or all of the product has occurred whichever time is shorter. When products have not been delivered notice may be given of known damage loss or injury to the products by mailing of a registered or certified letter to the client or to the last known holder of a negotiable warehouse receipt.

**Section 4.6 Liability for Mis-Shipment.** If [REDACTED] negligently mis ships any product [REDACTED] will pay the reasonable transportation charges incurred to return the mis shipped product to the Facility. [REDACTED] will have no liability for damages due to the consignee's acceptance or use of the product whether such product be those of the client or a third party unless the client establishes such loss occurred because of [REDACTED] failure to exercise the care required of [REDACTED] under Section [REDACTED] below.

**Section 4.7 Representations and Warranties.** [REDACTED] represents and warrants that a the Services will be performed in a professional manner by qualified competent personnel and in accordance with all applicable laws and in accordance with generally accepted industry standards applicable to such Services b [REDACTED] obligations under this MSA do not materially conflict with and will not cause [REDACTED] to be in breach of any other agreement to which it is bound including but not limited to any lease for the Facility and c [REDACTED] has or will obtain all necessary government or regulatory authority permits for storage and handling of the product at the Facility.

**Section 4.8 Client Representations and Warranties.** client represents and warrants that a client's obligations under this MSA do not materially conflict with and will not cause client to be in breach of any other agreement to which it is bound b client has or will obtain all necessary government or regulatory authority permits to own ship store and distribute the product and c any undersigned person signing on behalf of any client that is a corporation limited liability company or other entity warrants and represents that i said person is fully empowered and duly authorized to execute and deliver this MSA for and on behalf of said client ii that said client has full capacity power and authority to enter into and carry out the obligations under this MSA and iii that this MSA has been duly authorized executed and delivered and constitutes a legal valid and binding obligation of the client.

## **Section 5. Confidentiality; Disclosure.**

**Section 5.1 Confidentiality.** Each of [REDACTED] and the client agree not to disclose any proprietary and or confidential information directly or indirectly involving or concerning [REDACTED] or the client collectively the Confidential Information which is furnished or disclosed by one party to the other party during the course of the performance of this MSA or a Statement of Work. Confidential Information however does not include information which a is generally available to the public other than through any act or omission by the non disclosing party and is not subject to a confidentiality agreement with an obligation of secrecy to the disclosing party or a third party b the receiving party can show was in its possession at the time of the disclosure and was not acquired directly or indirectly from the disclosing party or c becomes available to the receiving party on a non confidential basis from a source other than the disclosing party provided it is not subject to a confidentiality agreement with an obligation of secrecy to the disclosing party or a third party. This obligation of confidentiality pursuant to the terms of this MSA will be in addition to and will not supersede any other confidentiality agreements entered into between [REDACTED] and the client.

**Section 5.2 Ownership of Confidential Information.** Ownership of all right title and interest in each party's Confidential Information will remain at all times with the disclosing party and nothing in this MSA or a Statement of Work will give any right title or interest in one party's Confidential Information to the other party.

**Section 5.3 Non-Disclosure and Non-Use of Confidential Information.** In furtherance of this MSA and in order to assure adequate protection of both parties against the wrongful use or disclosure of the confidential Information [REDACTED] and the Client agree to hold all confidential Information in strict confidence. Each party acknowledges that any use or attempted use of any confidential Information or any disclosure of the confidential Information to any third party would constitute immediate and irreparable harm to the disclosing party and would be of significant benefit to any competitor of the disclosing party. Each party will be deemed to have a fiduciary duty to protect all confidential Information from improper disclosure or use. Except with the prior written consent of the disclosing party or as required by law each party agrees not to directly or indirectly disclose or use or authorize any third party to disclose or use any confidential Information for a an indefinite duration or b in the event that a court of competent jurisdiction determines that an indefinite period is unreasonable five years following the date hereof. The rights and remedies with respect thereto whether legal or equitable will remain in full force and effect during the period described in a or b above as applicable.

**Section 6. Indemnification.**

**Section 6.1 Indemnification by Client.** The Client will indemnify defend and hold harmless [REDACTED] and its affiliated entities and all of SENTRY's and such affiliates respective shareholders directors managers partners members officers employees subcontractors and agents collectively [REDACTED] parties from and against any and all liabilities obligations penalties claims judgments demands actions disbursements of any kind and nature suits losses damages costs and expenses including but not limited to reasonable attorneys' fees arising out of or in connection with property damage or personal injury including but not limited to death of third parties collectively [REDACTED] claims which may be incurred by any of the [REDACTED] parties by reason of or arising out of a any person filing any lien against any property of [REDACTED] or any [REDACTED] claims in which the person claims payment from [REDACTED] for services provided to the Client b any injury including but not limited to death to any person arising from the services provided to Client pursuant to this MSA c any personal injury including but not limited to death or property damage caused by the gross negligence or willful misconduct acts or omissions of any employees agents or contractors of the Client d any damages that [REDACTED] may incur as a direct or proximate result of the inaccuracy or incompleteness of the i packaging or labels or ii packaging or labeling information provided to [REDACTED] under Section 1. or e the material breach of any representations warranties covenants agreements or obligations of the Client under this MSA.

**Section 6.2 Indemnification by [REDACTED]** [REDACTED] will indemnify defend and hold harmless the Client and its affiliated entities and all of Client's and such affiliates respective shareholders directors managers partners members officers employees subcontractors and agents collectively Client parties from and against any and all liabilities obligations penalties claims judgments demands actions disbursements of any kind and nature suits losses damages costs and expenses including but not limited to reasonable attorneys' fees arising out of or in connection with property damage or personal injury including but not limited to death of third parties which may be incurred by the Client parties by reason of or arising out of a any personal injury including but not limited to death or property damage caused by the gross negligence or willful misconduct acts or omissions of any employees agents or contractors of [REDACTED] and b the material breach of any representations warranties covenants agreements or obligations of [REDACTED] under this MSA.

**Section 6.3 Indemnification Procedure.** If any of the [REDACTED] parties or the Client parties intends to seek indemnification pursuant to this Section any such person seeking indemnification an Indemnitee the Indemnitee will promptly give notice to the party obligated to provide indemnification hereunder any such person from whom indemnification is sought an Indemnitor describing the claim in reasonable detail provided however the failure to provide such notice will not affect the obligations of the Indemnitor unless and only to the extent the Indemnitor is actually prejudiced. Within thirty (30) days after receipt of such notice the Indemnitor will give notice to the Indemnitee whether i the Indemnitor agrees to indemnify the Indemnitee and undertake conduct and control through counsel of its own choosing and at its own expense the settlement or defense of such claim ii to reserve its rights to

indemnify the Indemnitee and undertake conduct and control through counsel of its own choosing the settlement or defense of such claim or iii to affirmatively refuse to indemnify the Indemnitee. If the Indemnitor takes the actions described in subparagraph i or ii immediately above the Indemnitee will cooperate with it in connection therewith provided however that the Indemnitee may participate in such settlement or defense through counsel chosen by it provided further however that the fees and expenses of such counsel will be borne by the Indemnitee. The Indemnitor will not without the written consent of the Indemnitee settle or compromise any action if such settlement or consent will impose any obligations on the Indemnitee. If the Indemnitor fails to take the actions described in subparagraph i or ii immediately above the Indemnitee will have the right to contest settle or compromise any claim without the consent of the Indemnitor provided however that in such case the Indemnitee will not waive any right to indemnity therefor pursuant to this MSA. In all events the Indemnitee and Indemnitor will cooperate fully in all aspects of any investigation defense pretrial activities trial compromise settlement or discharge of any claim in respect of which indemnity is sought hereunder including but not limited to providing the other party with reasonable access to employees and officers including as witnesses and other information necessary for defense of the claim.

## **Section 7. Miscellaneous.**

**Section 7.1 Independent Status.** [REDACTED] status will be that of an independent contractor and not that of a servant agent or employee of the Client. No employee of [REDACTED] will be regarded as an employee of the Client for any purpose including but not limited to tax and insurance matters. The Client is not responsible for the payment of employer related taxes which may be imposed with respect to any employees or agents of [REDACTED] including but not limited to FICA unemployment taxes state and federal income tax withholding payments.

**Section 7.2 Non-Raiding.** During the Term and for a period of one (1) year after the expiration or termination of the Term both Client and [REDACTED] will not offer employment to employ or enter into a services arrangement as an independent contractor or otherwise with any person employed by the other party during the Term that is or was directly or indirectly involved in the performance of any of the Services. The parties recognize that any breach of this Section may cause irreparable injury to the goodwill and proprietary rights of either party inadequately compensable in monetary damages. Accordingly in addition to any other legal or equitable remedies that may be available to a party hereunder if the other party threatens to breach or breaches any provision of this Section the parties agree that the non breaching party will be entitled to seek and obtain immediate injunctive relief in the form of a temporary restraining order without notice preliminary injunction or permanent injunction against the breaching party to enforce this provision and to enjoin any violation or threatened violation of this provision. Either party will be required to post any bond or other security and will not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts.

**Section 7.3 Counterparts.** This MSA may be executed in one or more counterparts including a facsimile counterpart with a printed acknowledgement of receipt received or an e mail counterpart with a printed acknowledgement of receipt received each of which will be deemed to be an original but all of which together will constitute one and the same MSA. Only one counterpart signed by the party against which enforceability is sought needs to be produced to evidence the existence of this MSA.

**Section 7.4 Severability.** If a court of competent jurisdiction makes a final determination that any term or provision of this MSA is invalid or unenforceable and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted the remaining terms and provisions will be unimpaired and the invalid or unenforceable term or provision will be deemed replaced by a term or provision that is valid and enforceable and that most closely approximates the intention of the parties with respect to the invalid or unenforceable term or provision as evidenced by the remaining valid and enforceable terms and conditions of this MSA.

**Section 7.5 Assignment.** either party may assign or delegate this MSA without the express written consent of the other party except that either party may assign delegate or transfer this MSA and all of its respective rights and obligations under this MSA to any business entity that by sale merger consolidation or otherwise acquires all or substantially all of the assets of such party to which this MSA relates provided that such assignee of the party shall be reasonably qualified to perform the Services hereunder and shall have assumed in writing all of the assignor's obligations under this MSA. Upon such assignment and novation as provided hereunder any such successor entity will be deemed to be substituted for the assignor for all purposes of this MSA.

**Section 7.6 Modification.** This MSA may not be modified amended or waived in any manner except by an instrument in writing signed by all parties to this MSA.

**Section 7.7 Governing Law, Venue and Jurisdiction.** The validity performance enforcement interpretation and any other aspect of this MSA will be governed by the laws of the State of [REDACTED] notwithstanding the choice of law provisions of the venue where the action is brought where the violation occurred or where the client may be located. The client agrees and consents to the exclusive jurisdiction of any state or federal court located in [REDACTED] and waives any defense of lack of personal jurisdiction or improper venue to a claim brought in such court except that [REDACTED] may elect at its sole discretion to litigate the action in the county or state where any breach by the client occurred or where the client can be found.

**Section 7.8 Headings.** The headings of the Sections of this MSA are inserted for convenience only and will not be deemed to constitute part of this MSA or to affect the construction of this MSA.

**Section 7.9 Force Majeure.** [REDACTED] will be relieved of its obligations under this MSA if despite its reasonable effort to do so it is unable to perform its duties hereunder as a result of acts of God war fires terrorism public enemies seizure under legal process strikes lockouts riots and civil commotions or any other reason beyond the control of [REDACTED]

**Section 7.10 Offsets.** The client waives any existing and future claims and offsets against payments due [REDACTED] hereunder and agrees to pay such amounts regardless of any offset or claim that may be asserted by the client or on the client's behalf.

**Section 7.11 Binding Effect.** This MSA will be binding upon and inure to the benefit of the parties hereto and any permitted successors or assigns thereof.

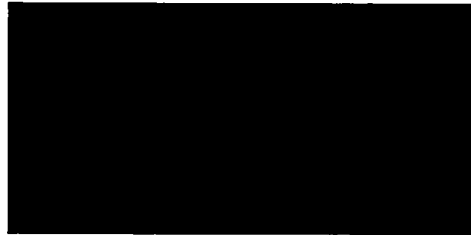
**Section 7.12 Survival.** The rights and obligations set forth in Sections .1 .1 . . . . .  
.1 . . . and .1 through .1 inclusive will survive termination or expiration of this MSA.

**Section 7.13 Waiver.** The waiver by any party of compliance by any other party with any provision of this MSA will not operate or be construed as a waiver of any other provision of this MSA whether or not similar or a continuing waiver or a waiver of any subsequent breach by a party of a provision of this MSA. Performance by any party of any act not required of it under the terms and conditions of this MSA will not constitute a waiver of the limitations on its obligations under this MSA and no performance will estop that party from asserting those limitations as to any further or future performance of its obligations. The client acknowledges and agrees that every breach of this MSA or any similar agreement entered into between [REDACTED] and a third party is unique. Therefore the failure of [REDACTED] to enforce the same similar or different restriction in a similar agreement or to seek a different remedy or any other act or omission by [REDACTED] will not be construed as a waiver or estoppel to the enforcement of this MSA against the client.



**Section 7.14 Notices.** All notices and other communications provided to any party hereto under this MSA will be in writing or by facsimile and addressed or delivered to such party at their addresses below. Any notice if mailed and properly addressed with postage prepaid will be deemed given three business days after being sent any notice when transmitted by facsimile if sent during normal business hours of the recipient will be deemed given on such day if receipt is confirmed and if not so confirmed then on the next business day any notice if delivered by hand or courier will be deemed given when delivered to the address set forth thereon any notice when transmitted by confirmed electronic mail if sent during normal business hours of the recipient will be deemed given on such day if receipt is confirmed and if not so confirmed then on the next business day and addressed as follows

a If to [REDACTED] to



b If to the client to

Facsimile  
Telephone  
Attn

Any party may by giving written notice to the other parties change the address to which notice will be sent.

**Section 7.15 Interpretation.** Both parties acknowledge and agree that the terms and conditions of this MSA and any applicable Statement of Work will supersede and control over any terms contained in any invoice or other documents exchanged or entered into between [REDACTED] and the client that contradict or conflict with any term in this MSA or any S attached hereto.

**[Signature Page Follows]**

**IN WITNESS WHEREOF** the parties hereto have signed this Master Service Agreement as of the day and year first above written by officials authorized to bind their respective organizations.

[REDACTED]

**"CLIENT"**

**[CLIENT'S COMPANY NAME]**

y

[REDACTED]

y

rinted

Title

Date

Date