

Participant Registration

Please scroll down to complete the Prime Vendor Participation agreement.

Your Details:

340B ID: CHC33795-00
Name: Monterey, County Of
Address Header: County of Monterey - Laurel Pediatric Clinic
Address: 1441 Constitution Blvd, Bldg. #200, Floor STE 101
City: Salinas **State:** CA **Zip:** 93906 - 31

The Following Facilities Will Be Automatically Enrolled With You.

340B ID	Name	Address Header	Address	City	State
CHC33795-01	Monterey, County Of	Monterey County Clinic at Marina	3155 De Forest Rd	Marina	CA
CHC33795-02	Monterey, County Of	County of Monterey - Laurel Vista	1441 Constitution Blvd, Bldg. 400 STE 301	Salinas	CA
CHC33795-03	Monterey, County Of	County of Monterey - Laurel Internal Medicine Clin	1441 Constitution Blvd, Bldg 151 STE 16	Salinas	CA
CHC33795-04	Monterey, County Of	County of Monterey Integrated Health Clinic	299 12th St	Marina	CA
CHC33795-05	Monterey, County Of	County of Monterey - Laurel Family Practice	1441 Constitution Blvd, Bldg. 400 STE 300	Salinas	CA
CHC33795-06	Monterey, County Of	Alisal Health Center	559 E Alisal St STE 201	Salinas	CA
CHC33795-07	Monterey, County Of	County of Monterey - Seaside Family Health Center	1156 Fremont Blvd	Seaside	CA
CHC33795-08	Monterey, County Of	Bienestar	1441 Constitution Blvd BLDG 400 STE 201	Salinas	CA

340B PRIME VENDOR PARTICIPATION AGREEMENT

INSTRUCTIONS FOR COMPLETING AGREEMENT

- The online process should take 10-15 minutes to complete.
- Your submitted online agreement will be processed in a timely manner and activation date is assigned on the 1st of the following month, if agreement is submitted before the 15th.
- Upon approval of your submitted agreement, activation dates are as follows:

If Agreement is approved during the 1st through 15th of any month, your enrollment effective date is the first day of the next month. If agreement is approved during the 16th through the 31st day of a month, your effective date is the first day of the following month.

Example: Agreement is approved: July 1-15... your effective date is ...August 1st
 July 16-31... your effective date is ...Sept 1st

If you require additional information or assistance, please contact Apexus Answers at (888) 340-2787 or ApexusAnswers@340BPVP.com.

TERMS & CONDITIONS

Effective September 10, 2004, and as re-awarded as of September 10, 2009 and September 29, 2014, the 340B Prime contract was awarded by Health Resources and Services Administration (HRSA) to Apexus LLC, a Delaware limited liability company, to manage the 340B Prime Vendor Program. The 340B Prime Vendor Program managed by Apexus will be referred hereafter as the "340B Prime Vendor".

This Agreement is made this **15th** day of, **January 2020**, by and between 340B Prime Vendor **Monterey, County Of** ("Participant Facility").

WHEREAS pursuant to § 340B of the Public Health Service Act ("§ 340B"), the Health Resources and Services Administration (HRSA) established the "340B Prime Vendor" (the "Program");

WHEREAS, the Program allows "covered entities" (as defined in § 340B) to purchase outpatient prescription drugs from suppliers and distributors (collectively, "Vendors") under agreements executed by the Prime Vendor or its authorized designee as approved by HRSA;

WHEREAS, 340B Prime Vendor is authorized to directly or through its agents to execute 340B § 340B Agreements (hereafter referred to as "340B Prime Vendor Agreements") with Vendors, pursuant to which Program Participant may purchase drugs under the Program ("340B Prime Vendor- Agreements"); and

WHEREAS, Participant is a "covered entity" for purposes of § 340B and wishes to have the option of purchasing outpatient prescription drugs under 340B Prime Vendor Agreements for dispensation to Participant's patients;

NOW THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- A** Participant hereby authorizes 340B Prime Vendor and its agents to act as Participant's contracting agent for the purposes of the Program. Subject to Participant's proper and timely completion of any necessary enrollment or declaration forms, 340B Prime Vendor shall notify Vendors that Participant may elect to purchase drugs under 340B Prime Vendor Agreements. Participant recognizes that a particular Vendor may elect not to do business with Participant.
- B** The term of this Agreement shall commence on the date set forth above and shall continue for a period of one year, unless terminated earlier. The term of this Agreement shall automatically renew for additional one year terms, unless terminated earlier. This Agreement may be terminated by either party at will and without cause at any time, provided that the terminating party provides the other party with sixty (60) days prior written notice. [The effective date of program eligibility will be established for each program.]
- C** 340B Prime Vendor is authorized (but not obligated) to enter into 340B Prime Vendor Agreements (which may set forth some or all of the terms and conditions pursuant to which Participant may purchase items from Vendors) on behalf of, and as agent for, Participant. **Nothing in such agreements shall, in any way, obligate the Participant to purchase, license or lease any drugs or other items or services from any Vendor.** To the extent that Participant takes advantage of such agreements, Participant agrees to comply with the terms and conditions of such agreements. Additionally, Participant represents and warrants that it shall purchase items under 340B Prime Vendor Agreements for its "own use" only and in a manner that complies with applicable laws and guidance, including that such items be dispensed to Participant's patients only. Breach of the foregoing representation and warranty may result in immediate termination of this Agreement.
- D** Pursuant to the terms of certain 340B Prime Vendor Agreements, 340B Prime Vendor may receive fees from Vendors ("Vendor Fees") and furnish certain administrative and promotional services to Vendors. Vendor Fees shall be fixed at three percent or less of the purchase price of the drugs covered by the 340B Prime Vendor Agreement. 340B Prime Vendor shall provide Participant with an annual report setting

the total dollar volume of Participant's purchases under 340B Prime Vendor Agreements and the Vendor Fees received by 340B Prime Vendor based on such purchases. If Participant has any questions concerning Vendor Fees in general or the Vendor Fee provisions of any 340B Prime Vendor Agreement in particular, Participant may contact 340B Prime Vendor.

- E** Participant represents and warrants that at all times during the term of this Agreement, it shall (1) be a "covered entity" for purposes of § 340B and (2) comply with applicable federal, state and local laws. To the extent Participant receives discounts, rebates or any other price reductions as a result of purchases under a 340B Prime Vendor Agreement, Participant may have an obligation under federal or state law to disclose such price reductions to federal or state healthcare programs or other payers. Participant shall defend, indemnify and hold 340B Prime Vendor (and its directors, officers, employees and agents) harmless from any and all losses, damages and costs (including, but not limited to, attorneys' fees and expenses) incurred by 340B Prime Vendor on account of (1) any breach of this representation and warranty or (2) any action brought by a third party that is predicated on the reckless or negligent act or omission of Participant.
- F** 340B Prime Vendor, its directors, officers, agents and employees shall not be liable to the Participant for any act, or failure to act, in connection with the 340B Prime Vendor Agreements, including, but not limited to, any failure of a Vendor to furnish the drugs that it has agreed to furnish under any 340B Prime Vendor Agreement. Without limiting the generality of the foregoing, 340B Prime Vendor hereby disclaims and excludes any express or implied representation or warranty regarding any drugs or other items or services purchased under 340B Prime Vendor Agreements.
- G** Participant agrees that it will keep strictly confidential and hold in trust all "confidential information" of 340B Prime Vendor. Participant shall not (1) use such information for any purpose other than to effect the purposes of this Agreement or (2) disclose such information to any third party, without 340B Prime Vendor's prior written consent. For purposes of this Agreement, "confidential information" means all information relating to (1) the terms and conditions (including prices, discounts, rebates and the like) of 340B Prime Vendor Agreements, (2) the terms and conditions of 340B Prime Vendor programs, and any other information relating to the business or operation of 340B Prime Vendor that is not readily available in the public domain.
- H** This Agreement may not be transferred or assigned without the prior written consent of both parties hereto, provided, however, that 340B Prime Vendor may assign this Agreement to any affiliate or subsidiary of 340B Prime Vendor without Participant's consent.
- I** Unless Participant's state law requires otherwise, this Agreement shall be construed under and governed by the laws of the state of Texas.
- J** The 340B Prime Vendor is authorized to enroll registered 340B covered entities listed on the HRSA's Office of Pharmacy Affairs Covered Entity Database. Participant hereby authorizes the 340B Prime Vendor to enroll such covered entities into the 340B Prime Vendor Program that share the same HRSA Grant Number as their 340B facility listed on the Participation Profile Enrollment Sheet (Page 3 of this agreement). For purposes of this Section J, a "HRSA Grant Number" is a unique federal identifier assigned by HRSA for each grant issued to a registered 340B covered entity. As the 340B Prime Vendor, Apexus is required to provide HRSA with the Participant's purchase data from 340B Prime Vendor Agreements. Participant authorizes the 340B Prime Vendor to provide purchase data to HRSA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective authorized representatives.

By typing my name, title, email address and telephone number in the indicated fields below, I hereby certify that all of the information submitted is true, accurate and complete.

Notes: (*) means required information. Please place your mouse over the (?) below to view the instructions for more details.

*Name of Authorized Signer: Mike Derr (?)

*Participant Title: Contracts/Purchasing Officer

*Email Address: derm@co.monterey.ca.us
 *Telephone Number: 831 755-4992 (999-999-9999 x9999)
 Date: 01/15/2020



1) This Agreement governs the rights, duties, and responsibilities of both parties in the use of an electronic signature and complies with requirements set forth in the federal Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and the Texas Uniform Electronic Transactions Act ("UETA"), and as such allows the use of electronic signatures and documents with respect to transactions and disclosures. Electronic Signature means an electronic identifying sound, symbol, or process attached to or logically connected with an electronic record and executed or adopted by a person with present intention to authenticate a record.

2) By use of the e-signature feature of this Web site, I represent and warrant without reservation that I have the legal right, power, and authority to agree to all terms contained in the electronic records on this Web site on behalf of me and the organization on whose behalf I am acting. I further agree that use of the e-signature feature of this Web site constitutes an "electronic signature" as defined by the ESIGN Act and the Texas UETA, and that I have formed, executed, entered into, accepted the terms of, and otherwise authenticated the terms specified herein for the use of the e-signature feature of this Web site. I further acknowledge and agree that proceeding to use the e-signature feature of this Web site constitutes my full agreement to all terms and conditions contained within the Apexus 340B Prime Vendor Participation Agreement and that such agreement is an "electronic record" for purposes of the ESIGN Act and the Texas UETA, and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by me or the organization on whose behalf I am acting, as if it were any other duly executed paper contract.

3) I understand that I am under no obligation to transact business electronically and have the right to withdraw my consent to use the E-Sign process by contacting Apexus Customer Service at 1-888-340-2787, or 340B_PRIMEVENDOR@340bpvp.com to discuss other options.

4) I understand that I have the right to receive the authorization of this Participation Agreement in a non-electronic form and can print hard copies of the electronic documents during the course of this enrollment process. There are no additional fees for printing or exporting electronic documents or signatures.


5) Access to this electronic record requires a simple browser program such as Internet Explorer™ or Chrome™ and a computer.

Submit (?)
 Print (?)

Cascade All Entity Details to Child Sites (?)


 CONTRACTS/PURCHASING OFFICER
 COUNTY OF MONTEREY
 02-24-2020

Reviewed as to fiscal provisions

 2/19/2020
 Auditor-Controller
 County of Monterey

APPROVED AS TO FORM

BY: 
 MONTEREY COUNTY COUNSEL

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of
Address Header:	County of Monterey - Laurel Pediatric Clinic
Address:	1441 Constitution Blvd, Bldg. #200, Floor STE 101 (?)
City, State, ZIP:	Salinas CA 93906 31
*Contact Name: (primary)	Prisca Segovia (?)
*Contact Title:	Analyst
*Contact Email Address:	segoviap@co.monterey.ca.us
*Contact Phone Number:	831 755-4939 (999-999-9999 x9999)
Contact Name: (secondary)	Nan Kim (?)
Contact Title:	Financial Administration
Email Address:	kimnk@co.monterey.ca.us
Phone Number:	831 796-1308
Authorized Pharmacy Distributors:	
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2016 End 08/31/2020
Secondary:	
Tertiary:	
AD Bill To Number:	
*DEA:(Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1556337 (?)
340 ID:	CHC33795-00
Group Purchasing Organizations (GPO): (List any GPOs you belong to)	

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of	
Address Header:	Monterey County Clinic at Marina	
Address:	3155 De Forest Rd (?)	
City, State, ZIP:	Marina CA 93933 27	
*Contact Name: (primary)	PRISCA SEGOVIA (?)	
*Contact Title:	Analyst ▼	
*Contact Email Address:	SEGOVIAP@CO.MONTEREY.CA.US	
*Contact Phone Number:	831 755-4939	(999-999-9999 x9999)
Contact Name: (secondary)	NAN KIM (?)	
Contact Title:	Financial Administration ▼	
Email Address:	KIMNK@CO.MONTEREY.CA.US	
Phone Number:	831 796-1308	
Authorized Pharmacy Distributors:	(?)	
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2016 End 08/31/2020 ▼	
Secondary:	▼	
Tertiary:	▼	
AD Bill To Number:	(?)	
*DEA:(Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1556337	(?)
340 ID:	CHC33795-01	
Group Purchasing Organizations (GPO): (List any GPOs you belong to)		

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of
Address Header:	County of Monterey - Laurel Vista
Address:	1441 Constitution Blvd. Bldg. 400 STE 301 (?)
City, State, ZIP:	Salinas CA 93906 31
*Contact Name: (primary)	PRISCA SEGOVIA (?)
*Contact Title:	Analyst
*Contact Email Address:	SEGOVIAP@CO.MONTEREY.CA.US
*Contact Phone Number:	831 755-4939 (999-999-9999 x9999)
Contact Name: (secondary)	NAN KIM (?)
Contact Title:	Financial Administration
Email Address:	KIMNK@CO.MONTEREY.CA.US
Phone Number:	831 796-1308
Authorized Pharmacy Distributors:	
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2016 End 08/31/2020
Secondary:	
Tertiary:	
AD Bill To Number:	
*DEA:(Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1558337 (?)
340 ID:	CHC33795-02
Group Purchasing Organizations (GPO): (List any GPOs you belong to)	

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of	
Address Header:	County of Monterey - Laurel Internal Medicine Clin	
Address:	1441 Constitution Blvd. Bldg 151 STE 16 (?)	
City, State, ZIP:	Salinas CA 93906 31	
*Contact Name: (primary)	PRISCA SEGOVIA (?)	
*Contact Title:	Analyst ▾	
*Contact Email Address:	SEGOVIAP@CO.MONTEREY.CA.US	
*Contact Phone Number:	831 755-4939	(999-999-9999 x9999)
Contact Name: (secondary)	NAN KIM (?)	
Contact Title:	Financial Administration ▾	
Email Address:	KIMNK@CO.MONTEREY.CA.US	
Phone Number:	831 796-1308	
Authorized Pharmacy Distributors:	(?)	
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2016 End 08/31/2020 ▾	
Secondary:	▾	
Tertiary:	▾	
AD Bill To Number:	(?)	
*DEA:(Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1556337 (?)	
340 ID:	CHC33795-03	
Group Purchasing Organizations (GPO): (List any GPOs you belong to)		

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of	
Address Header:	County of Monterey Integrated Health Clinic	
Address:	299 12th St	(?)
City, State, ZIP:	Marina CA 93933 60	
*Contact Name: (primary)	PRISCA SEGOVIA (?)	
*Contact Title:	Analyst	▼
*Contact Email Address:	SEGOVIAP@CO.MONTEREY.CA.US	
*Contact Phone Number:	831 755-4939	(999-999-9999 x9999)
Contact Name: (secondary)	NAN KIM (?)	
Contact Title:	Financial Administration	▼
Email Address:	KIMNK@CO.MONTEREY.CA.US	
Phone Number:	831 796-1308	
Authorized Pharmacy Distributors:	(?)	
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2016 End 08/31/2020 ▼	
Secondary:	▼	
Tertiary:	▼	
AD Bill To Number:	(?)	
*DEA: (Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1556337	(?)
340 ID:	CHC33795-04	
Group Purchasing Organizations (GPO): (List any GPOs you belong to)		

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of
Address Header:	County of Monterey - Laurel Family Practice
Address:	1441 Constitution Blvd, Bldg. 400 STE 300 (?)
City, State, ZIP:	Salinas CA 93906 31
*Contact Name: (primary)	PRISCA SEGOVIA (?)
*Contact Title:	Analyst ▾
*Contact Email Address:	SEGOVIAP@CO.MONTEREY.CA.US
*Contact Phone Number:	831 755-4939 (999-999-9999 x9999)
Contact Name: (secondary)	NAN KIM (?)
Contact Title:	Financial Administration ▾
Email Address:	KIMNK@CO.MONTEREY.CA.US
Phone Number:	831 796-1308
Authorized Pharmacy Distributors:	(?)
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2018 End 08/31/2020 ▾
Secondary:	▾
Tertiary:	▾
AD Bill To Number:	(?)
*DEA:(Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1556337 (?)
340 ID:	CHC33795-05
Group Purchasing Organizations (GPO): (List any GPOs you belong to)	

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of	
Address Header:	Alisal Health Center	
Address:	559 E Alisal St STE 201 (?)	
City, State, ZIP:	Salinas CA 93905	
*Contact Name: (primary)	PRISCA SEGOVIA (?)	
*Contact Title:	Analyst	
*Contact Email Address:	SEGOVIAP@CO.MONTEREY.CA.US	
*Contact Phone Number:	831 755-4939	(999-999-9999 x9999)
Contact Name: (secondary)	NAN KIM (?)	
Contact Title:	Financial Administration	
Email Address:	KIMNK@CO.MONTEREY.CA.US	
Phone Number:	831 796-1308	
Authorized Pharmacy Distributors:	(?)	
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2016 End 08/31/2020	
Secondary:		
Tertiary:		
AD Bill To Number:	(?)	
*DEA: (Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1556337 (?)	
340 ID:	CHC33795-06	
Group Purchasing Organizations (GPO): (List any GPOs you belong to)		

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of
Address Header:	- County of Monterey - Seaside Family Health Center
Address:	1156 Fremont Blvd (?)
City, State, ZIP:	Seaside CA 93955 57
*Contact Name: (primary)	PRISCA SEGOVIA (?)
*Contact Title:	Analyst ▼
*Contact Email Address:	SEGOVIAP@CO.MONTEREY.CA.US
*Contact Phone Number:	831 755-4939 (999-999-9999 x9999)
Contact Name: (secondary)	NAN KIM (?)
Contact Title:	Financial Administration ▼
Email Address:	KIMNK@CO.MONTEREY.CA.US
Phone Number:	831 796-1308
Authorized Pharmacy Distributors:	(?)
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2016 End 08/31/2020 ▼
Secondary:	▼
Tertiary:	▼
AD Bill To Number:	(?)
*DEA:(Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1556337 (?)
340 ID:	CHC33795-07
Group Purchasing Organizations (GPO): (List any GPOs you belong to)	

Participant Profile Sheet (Please review and change, where necessary, the profile information for each site listed below)

PV PA Name:	Monterey, County Of
Address Header:	Bienestar
Address:	1441 Constitution Blvd BLDG 400 STE 201 (?)
City, State, ZIP:	Salinas CA 93906 31
*Contact Name: (primary)	PRISCA SEGOVIA (?)
*Contact Title:	Analyst ▾
*Contact Email Address:	SEGOVIAP@CO.MONTEREY.CA.US
*Contact Phone Number:	831 755-4939 (999-999-9999 x9999)
Contact Name: (secondary)	NAN KIM (?)
Contact Title:	Financial Administration ▾
Email Address:	KIMNK@CO.MONTEREY.CA.US
Phone Number:	831 796-1308
Authorized Pharmacy Distributors:	(?)
*Primary:	DPPV0401 - Cardinal Pharmacy Distribution - Start 09/01/2016 End 08/31/2020 ▾
Secondary:	▾
Tertiary:	▾
AD Bill To Number:	(?)
*DEA:(Drug enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	FK1556337 (?)
340 ID:	CHC33795-08
Group Purchasing Organizations (GPO): (List any GPOs you belong to)	

Submit (?)
Print

