

## 340B Pharmacy Services Agreement

Walmart Inc., and its pharmacies operating in the United States and its territories under chain code 0229 (“**Walmart**”), and County of Monterey, CA FQHC with principal offices at 1441 Constitution Blvd, Bldg. #200, Floor STE 101 in Salinas, CA 93906 (“**Covered Entity**”) enter into this 340B Pharmacy Services Agreement (“**Agreement**”) effective as of the later date of execution by both parties (the “**Effective Date**”).

Covered Entity is a covered entity as defined in Section 340B of the federal Public Health Services Act, 42 USC 256b (“**Section 340B**”) and is eligible to purchase certain outpatient drugs at reduced prices for use by patients of Covered Entity from drug manufacturers who enter into drug purchasing agreements with the United States Department of Health and Human Services and/or the manufacturers’ wholesalers.

Covered Entity and Walmart desire to enter into a “ship to/bill to” arrangement pursuant to which Walmart will dispense such drugs on behalf of Covered Entity to eligible Covered Entity patients and Covered Entity will purchase drugs from drug manufacturers and/or Walmart’s current wholesaler to replenish drugs dispensed by Walmart to eligible Covered Entity patients and arrange for shipment of such drugs directly to Walmart.

Covered Entity has retained 340B Processor (as hereinafter defined) to coordinate, manage and facilitate patient eligibility, formulary, 340B drug price management, disbursements to Covered Entity, and other related services.

Covered Entity and Walmart mutually acknowledge that their intent in entering into this Agreement is solely to facilitate Covered Entity’s participation in the drug purchasing program established under Section 340B (the “**340B Program**”). The services provided each to the other are only those necessary in order to fulfill this intent.

The parties therefore agree as follows:

### 1. DEFINITIONS

1.1. “**340B Covered Drug**” means a “covered outpatient drug” as defined in Section 1927(k) of the Social Security Act, 42 U.S.C. 1396r-8(k)(2) and (3), that is approved by 340B Processor for an Eligible Patient and dispensed by Walmart to an Eligible Patient in accordance with this Agreement and replenished or eligible for replenishment under the 340B Program. It excludes drugs designated as “orphan drugs” under section 526 of the Federal Food Drug and Cosmetic Act if Covered Entity is one of the new categories of hospitals described in paragraphs M, N and O of section 340B, except for children’s hospitals. However, an orphan drug may be considered a 340B Covered Drug if a manufacturer, in its sole discretion, offers a discount on such drug.

1.2. “**340B Processor**” means the 340B processor identified on **Schedule 1** of this Agreement.

1.3. “**Claim**” means claims for prescriptions that are submitted by Walmart to 340B Processor to determine whether such prescriptions are eligible for replenishment under the 340B Program. Such Claims may include insured prescriptions paid for by Third Party Payers and uninsured prescriptions.

1.4. **“Co-Payment”** means any co-payment, deductible or coinsurance amount that Walmart is required to collect from an Eligible Patient.

1.5. **“Fill Fee”** means the Fill Fee set forth on ***Schedule 1*** of this Agreement.

1.6. **“Eligible Patients”** are individuals who Covered Entity warrants are patients of Covered Entity and who satisfy the requirements for status as a “patient” as defined at 61 FR 207, pp 55156 to 55158, or in any guidelines, rules or regulations hereafter published, issued or promulgated in amendment, supplement or replacement thereof.

1.7. **“Office of Pharmacy Affairs”** means the division of the United States Health Resources and Services Administration that is responsible for administering the 340B Program.

1.8. **“Third Party Payer”** means a payer of Eligible Patient Claims, other than Covered Entity, a state Medicaid program or a Medicaid managed care organization.

1.9. **“Wholesaler”** means Walmart’s designated pharmaceutical wholesaler listed in ***Schedule 1***.

## 2. OBLIGATIONS OF WALMART.

2.1. 340B Processor Agreement. Walmart shall enter into an agreement with 340B Processor to process Claims; provided that if Walmart and 340B Processor are not able to agree on the terms of any such contract or in the event of termination of any such contract, Walmart may terminate this Agreement upon written notice to Covered Entity.

2.2. Office of Pharmacy Affairs Registration. Walmart will cooperate with Covered Entity in registering Walmart with the Office of Pharmacy Affairs as a contract pharmacy of Covered Entity.

2.3. Provision of 340B Covered Drugs. Walmart shall dispense 340B Covered Drugs to Eligible Patients who are identified as such and verified and approved by 340B Processor through retrospective third party Claims analysis. Walmart shall monitor its inventory of drugs and maintain sufficient supplies to meet the day-to-day needs of Eligible Patients.

2.4. Comprehensive Pharmacy Services. In addition to dispensing to Eligible Patients, Walmart shall provide comprehensive pharmacy services on behalf of Covered Entity, including recordkeeping, maintaining patient profiles and counseling patients.

2.5. Claims Submission. Walmart shall submit to the applicable Third Party Payer, on a timely basis, Claims for reimbursement for all 340B Covered Drugs dispensed to Eligible Patients.

2.6. Fill Fees. Walmart shall be entitled to the Fill Fee set forth on ***Schedule 1*** for each prescription for 340B Covered Drugs dispensed for an Eligible Patient under this Agreement.

2.7. Acceptance of Replenishment Orders. Walmart shall accept all inventory replenishment for 340B Covered Drugs dispensed by Walmart to Eligible Patients from Wholesaler, provided that such Covered Drugs have the same eleven digit national drug code number (NDC#) as those dispensed by Walmart. Walmart reserves the right to return to Wholesaler 340B Covered Drugs received from Wholesaler which have an expiration date of less than eighteen (18) months from the date of receipt. In the event that Walmart returns any 340B Covered Drugs to Wholesaler pursuant to the previous sentence, Covered Entity shall be responsible for the replacement of returned items

by reordering 340B Covered Drugs with the same eleven digit NDC#. Walmart is not responsible for any fee associated with the delivery of 340B Covered Drugs from Wholesaler.

2.8. Collection of Third Party Payments and Co-Payments. Walmart shall collect any required Co-Payments for 340B Covered Drugs dispensed to Eligible Patients. Upon receipt of inventory replenishment for 340B Covered Drugs dispensed to Eligible Patients, Walmart shall remit to 340B Processor for distribution to Covered Entity (i) any Co-Payments collected by Walmart from Eligible Patients with respect to those 340B Covered Drugs; and (ii) any payments received by Walmart from Third Party Payers with respect to those 340B Covered Drugs (“Third Party Payments”) less any Fill Fees due to Walmart. In the event that Walmart receives inventory replenishment for 340B Covered Drugs that constitutes only a portion of the amount dispensed to an Eligible Patient for a particular prescription, Walmart shall pro-rate the amount of funds remitted to Covered Entity accordingly. Remittances to 340B Processor shall occur once each calendar month on or around the sixteenth day of the calendar month. Walmart reserves the right, in its sole discretion, to adjust the timing of remittances provided that remittances shall occur no less than once each calendar month.

2.9. Transaction Data. Beginning on the Effective Date, Walmart agrees to confidentially maintain (or arrange for the maintenance of) the transaction information, transaction history, and transaction statements (collectively referred to as “Transaction Data”), required under the Drug Supply Chain Security Act (DSCSA), on behalf of the Covered Entity. Walmart will maintain (or arrange for the maintenance of) the Transaction Data for six (6) years, or such longer term as may be required by applicable law, from the transaction date at no charge to the Covered Entity. Transaction Data will be made available to the Covered Entity promptly and timely as the Covered Entity requires and as required pursuant to applicable law.

2.9.1. Exhibit A. Covered Entity shall provide to Wholesaler the Notice of Third-Party Selection of 340B Data attached hereto as **Exhibit A**.

2.10. Maintenance of Records. Walmart shall maintain accurate, complete, up-to-date, and otherwise in conformance with generally accepted standards and good pharmacy practice auditable records for services provided to Eligible Patients. Walmart agrees to retain such records in compliance with any applicable state law and regulations, but for a period of at least five (5) years from the date of service. Upon reasonable request by Covered Entity, Walmart will cause 340B Processor or its duly authorized representative to provide reports, on Walmart’s behalf, to Covered Entity provided that such reports are directly related to the services provided by Walmart under this Agreement and are reasonably necessary to verify compliance by Walmart with the terms of this Agreement and the requirements of the 340B Program.

2.11. Electronic Tracking System. Walmart will engage 340B Processor to maintain an electronic tracking system that is capable of tracking 340B Covered Drugs dispensed to Eligible Patients. Such system will provide standard 340B Program reports, which detail Eligible Patient utilization, health care provider prescribing, 340B Covered Drug replenishment activity and Claim details.

2.12. Audits. Throughout the term of this Agreement and for one (1) year thereafter, subject to all laws, rules and regulations applicable to patient confidentiality, Walmart grants Covered Entity or 340B Processor, drug manufacturers, the Office of Pharmacy Affairs, and their authorized agents the right to audit such records and prescription files of Walmart directly related to the services provided by Walmart under this Agreement as may be reasonably necessary to verify compliance with the terms of this Agreement and the requirements of the 340B Program. Any such audit shall

be conducted at Covered Entity's sole cost and expense, during Walmart's regular business hours, upon reasonable prior written notice, and in a manner so as not to interfere with the conduct of Walmart's business. Subject to Office of Pharmacy Affairs requirements that would require otherwise, no audit shall be performed at a Walmart pharmacy (I) during the first three (3) calendar days of each month, (II) on Mondays, Fridays, weekends, or any day after a holiday, or (III) during the months of December and January of each year.

2.13. Insurance. Each party shall maintain appropriate professional malpractice and general liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, which may be provided in whole or in part by self-insurance, and shall provide proof of such insurance to the other party upon request during the term of this Agreement.

2.14. Medicaid Prescriptions. To ensure that a drug is not subject to both a 340B discount and a Medicaid rebate, 340B Covered Drugs will not be utilized to fill prescriptions paid for by state Medicaid programs or Medicaid Managed Care organizations.

2.15. Prohibition on Resale or Transfer. Walmart agrees that it will not resell or transfer a 340B Covered Drug to an individual who is not an Eligible Patient and has not been approved by 340B Processor.

2.16. Patient Choice. Walmart understands and agrees that Eligible Patients may elect not to use Walmart for pharmacy services. In the event that an Eligible Patient elects not to use Walmart for such services, the Eligible Patient may fill the prescription at the pharmacy provider of his or her choice.

2.17. Covered Entity Location(s) Serviced. Walmart agrees it will provide pharmacy services contracted for under this Agreement at the contract pharmacy locations specified in **Schedule 1**.

### **3. OBLIGATIONS OF COVERED ENTITY.**

3.1. Eligibility. Covered Entity shall contract with 340B Processor to evaluate Claims and determine 340B eligibility. Covered Entity represents and warrants that it shall maintain appropriate controls and safeguards to prevent prescriptions that are otherwise ineligible for 340B from being labeled as 340B eligible. Walmart shall have no responsibility to independently evaluate or audit the 340B eligibility of individual prescriptions deemed 340B eligible by Covered Entity and/or the 340B Processor.

3.2. Pharmacy Registration. Covered Entity shall be responsible to register each Walmart pharmacy location listed on **Schedule 1** with the Office of Pharmacy Affairs Health and Resources Administration ("HRSA") and shall provide proof of such registration to Walmart, through 340B Processor, at such time Covered Entity is requesting that the 340B program begin to provide services at such pharmacy location.

3.3. Replenishment of Walmart Drug Inventory. Covered Entity shall purchase drugs to replenish 340B Covered Drugs dispensed by Walmart to Eligible Patients under this Agreement during such month from Wholesaler, and shall arrange for the shipment of such drugs from Wholesaler directly to Walmart. Covered Entity shall arrange to be billed directly for the costs of such drugs, including any shipping or other costs. Replenishment of Walmart's inventory shall be by eleven digit national drug code number ("NDC#") and quantity used. No substitution of equivalent drugs or package

sizes shall be permitted. A drug shall be eligible for replenishment after the total quantity units of a bottle, package, or vial has been dispensed by Walmart to Eligible Patients, provided that the timing of such replenishment shall be coordinated by Walmart to prevent any excess inventory of such drug at the applicable Walmart pharmacy location.

3.4. Payment of Fill Fees to Walmart by Covered Entity. Covered Entity shall pay Walmart Fill Fees as set forth in Section 2.6 and Walmart may deduct such Fill Fees from amounts otherwise due to Covered Entity in accordance with Section 2.8.

3.5. Reports to Walmart. On an ongoing basis, Covered Entity, through 340B Processor, shall provide to Walmart or Walmart's designee all reports necessary for Walmart's participation in this Agreement. Reports and data specifications shall be provided by Walmart or Walmart's designee and may be modified by Walmart from time to time as determined by Walmart in its sole discretion.

3.6. Responsibility for Professional Services. Covered Entity shall be solely responsible for all professional advice and health care services rendered by it to Eligible Patients.

3.7. Medicaid Prescriptions. Covered Entity shall be responsible for determining and identifying any Covered Entity patients whose prescriptions are paid for by a state Medicaid program or a Medicaid Managed Care organization and prohibiting the designation of any such patients as Eligible Patients. Covered Entity shall not identify as Eligible Patients to Walmart any Covered Entity patients whose prescriptions are paid for by a state Medicaid program or a Medicaid Managed Care organization. To ensure that a drug is not subject to both a 340B discount and a Medicaid rebate, Covered Entity will require 340B Processor to exclude patients whose prescriptions are paid for by a state Medicaid program or a Medicaid Managed Care organization from its 340B qualification criteria and processing.

3.8. Written Agreement. Covered Entity is responsible for maintaining a copy of this written Agreement, as amended and/or added, and shall not be relieved of the obligations of the dispenser under Section 582(d)(1) of the Federal Food, Drug, and Cosmetic Act (FDCA), as applicable.

#### **4. OVER/UNDERPAYMENTS**

##### **4.1. Over/Underpayments.**

(a) In the event that either party believes that there has been an overpayment or underpayment to Covered Entity, such party shall provide written notice of the purported overpayment or underpayment to the other party, together with reasonable supporting documentation. The other party shall have thirty days (30) to dispute the purported overpayment or underpayment. In the event that the other party does not dispute the purported overpayment or underpayment within such thirty (30) day period, then (i) in the event of an overpayment to Covered Entity, Walmart shall be entitled to withhold the amount of the overpayment from any future amounts due from Walmart to Covered Entity; and (ii) in the event of an underpayment to Covered Entity, Walmart shall be required to add the amount of the underpayment to any future amounts due from Walmart to Covered Entity under this Agreement.

(b) In the event of any dispute between the parties with respect to any purported overpayment or underpayment, the parties will use best efforts to resolve the dispute within an additional thirty (30) day period. In the event that the parties are unable to resolve the dispute, either party may

bring a legal action to recover such overpayment or underpayment in accordance with Section 12.3 of this Agreement.

## 5. TERM AND TERMINATION.

5.1. Term. This Agreement will commence on the Effective Date and continue for an initial term of one (1) year. Thereafter, this Agreement will automatically renew for additional one (1) year renewal terms, unless either party provides written notice to the other of such party's intention not to renew at least sixty (60) days prior to the expiration of the initial term or the then-current renewal term, or unless this Agreement is terminated in accordance with Section 5.2.

5.2. Termination. This Agreement may be terminated by:

(a) Mutual agreement of the parties;

(b) Either party without cause upon ninety (90) days' prior written notice to the other party;

(c) Covered Entity immediately upon a material breach of this Agreement by Walmart and failure to cure such breach within ten (10) days of written notice of such breach without limiting Covered Entity's right to assert any other act or failure to act as constituting a material breach by Walmart;

(d) Walmart immediately upon a material breach of this Agreement by Covered Entity and failure to cure such breach within ten (10) days of written notice of such breach. Without limiting Walmart's right to assert any other act or failure to act as constituting a material breach by Covered Entity, classification of an individual as 340B eligible who is not an Eligible Patient or any other diversion of a 340B Covered Drug will be deemed to be a material breach;

(e) Either party, immediately upon written notice to the other, in the event that Covered Entity no longer qualifies as a covered entity for Section 340B purposes;

(f) Either party, immediately upon written notice to the other, in the event there has been a change in any law or regulation or guidance interpreting applicable provisions of the 340B Program that would have a material impact on the terms of and anticipated benefits of this Agreement; or

(g) Walmart pursuant to Section 2.1.

5.3. Effect of Termination. Within thirty (30) days of termination of this Agreement, the parties will conduct a reconciliation of Covered Drugs dispensed by Walmart to Eligible Patients prior to the effective date of termination against 340B Covered Drugs ordered for replenishment by Covered Entity and delivered to Walmart. Any discrepancy will be reconciled in accordance with the procedures set forth in Section 4.1. The parties shall reconcile all payments due within thirty (30) days of termination of this Agreement.

6. **NOTICES**. All notices provided for in this Agreement will be in writing and be deemed to have been duly given if personally delivered or if mailed through U.S. Postal Services registered or certified mail, by overnight courier, or electronic mail, to the parties at the following addresses:

If to Covered Entity:

County of Monterey  
1441 Constitution Blvd, Bldg. #200, Floor STE 101  
Salinas, CA 93906

If to Walmart:

Walmart Inc.  
2608 S.E. J Street, Suite 8  
Mailstop 0440  
Bentonville, AR 72716-0440  
ATTN: 340B National Account Manager  
implemn@walmart.com

With a copy to:  
Walmart U.S. Legal  
ATTN: Senior Vice President and General Counsel  
Mailstop 0235  
2608 S.E. J Street, Suite 8  
Bentonville, AR 72716-0235

or such other address as may be provided to the other party in the same manner as that provided for the giving of any notice.

## **7. REPRESENTATIONS AND WARRANTIES.**

7.1. Representations and Warranties of Walmart. Walmart represents and warrants that (a) it has full right, power, and authority to enter into this Agreement; (b) professional pharmaceutical services rendered by Walmart to Eligible Patients shall only be rendered by licensed pharmacists; (c) each prescription ordered shall be dispensed in accordance with a lawful prescriber's directions; (d) it is a pharmacy duly licensed under the pharmacy laws of each state in which it provides services under this Agreement; (e) it is not on probation with any state board of pharmacy in any state in which it provides services under this Agreement; and (f) it is not excluded from participation under federal health care programs pursuant to 42 U.S.C. 1320a-7, and is not the subject of any pending exclusion proceeding under that section and has not been adjudicated or determined to have committed any action that would subject it to mandatory or permissive exclusion under that section for which such an exclusion has not been implemented.

7.2. Representations and Warranties of Covered Entity. Covered Entity represents and warrants that (a) it has full right, power, and authority to enter into this Agreement; (b) it is a Covered Entity for purposes of the 340B Program; (c) it will screen and remove or cause 340B Processor to screen and remove and not include as eligible, any patients whose prescriptions are paid for by state Medicaid programs or Medicaid Managed Care organizations so that such patients are not identified as Eligible Patients for purposes of this Agreement; (d) Covered Entity, or 340B Processor, will apply all current 340B program patient eligibility regulations and criteria accurately and consistently in the determination of prescription eligibility for patients who receive pharmacy services from Walmart under this Agreement and (e) it is not excluded from participation under federal health care programs pursuant to 42 U.S.C. 1320a-7, is not the subject of any pending exclusion proceeding under that section and has not been adjudicated or determined to have

committed any action that would subject it to mandatory or permissive exclusion under that section for which such an exclusion has not been implemented.

7.3. No Other Representations and Warranties. No representations or warranties have been made or relied upon other than those expressly set forth in this Agreement.

8. **RELATIONSHIP BETWEEN PARTIES**. Walmart is an independent contractor and shall exercise its own professional judgment on all questions of professional practice. Walmart shall have the right to refuse to serve any Eligible Patient where such service would violate any applicable laws or regulations or professional standards applicable to the services provided by Walmart.

9. **CONFIDENTIALITY**. Neither party shall disclose the terms of this Agreement, including any and all schedules, exhibits and amendments including **Schedule 1** and **Exhibit A**, to any third party other than the Office of Pharmacy Affairs without the prior written consent of the other party, except as required by applicable laws and regulations. This prohibition will survive any termination of this Agreement.

#### 10. COMPLIANCE WITH LAWS.

10.1. Generally. Each party will comply with all applicable laws, rules and regulations, including but not limited to the rules and regulations of the applicable state board of pharmacy, all laws of the applicable state, Section 340B and all applicable laws and regulations amending or implementing Section 340B and implementing regulations of the Department of Health and Human Services.

10.2. HIPAA Compliance. The parties recognize that each may be a healthcare provider and a covered entity within the meaning of the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and therefore responsible for compliance with HIPAA standards.

11. **FEDERAL CONTRACTOR STATUS**. Covered Entity represents and warrants that this Agreement is not a federal contract or subcontract and that there is no underlying or prime agreement that could bring this Agreement, the arrangement hereunder, or the parties within the jurisdiction of OFCCP. Walmart may terminate this Agreement immediately, if it reasonably determines in its sole discretion that this Agreement is, or is likely to be, a government contract or subcontract.

#### 12. MISCELLANEOUS PROVISIONS.

12.1. Entire Agreement. This Agreement, together with any and all schedules, exhibits and amendments, including **Schedule 1** and **Exhibit A**, constitutes the entire understanding between the parties hereto and will not be altered or amended except in writing signed by both parties. In the event any provision or part thereof contained in the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability or any other provision or part thereof contained in this Agreement.

12.2. Waiver. Either party’s waiver or failure to take action with respect to the other party’s failure to comply with any term or provision of this Agreement will not be deemed a waiver of the first party’s right to insist on future compliance with such term or provision.



12.3. Governing Law; Venue. This Agreement shall be governed by and interpreted according to the laws of the state of Delaware without giving any effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Delaware. The parties agree that any claim or suit between the parties relating to or arising under or in connection with this Agreement may only be brought in and decided by the state or federal courts located in the state of Delaware, such courts being a proper forum in which to adjudicate such claim or suit, and each party hereby waives any objection to each such venue and waives any claim that such claim or suit has been brought in an inconvenient forum.

12.4. Assignment. This Agreement may not be assigned or transferred without the prior written consent of the parties. Such consent is within the sole discretion of the party whose consent is sought. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities, and obligations of the parties shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

12.5. Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement. A facsimile or .pdf signature, or a scanned image of an original signature, of any part to this Agreement is binding upon that party as if it were an original.

12.6. Press Releases. Neither party will issue press releases of any kind referencing the other party, this Agreement or the parties' conduct under this Agreement without the express written permission of the other party. If the parties do agree to issue (or allow the other party to issue) any such press release, then such press release will be subject to each party's prior written approval of both the content and the type of release. Without limiting the generality of the foregoing, a party may not use the other party's stock ticker symbol or logos without the other party's express prior written consent. In no event will a party be entitled to use the other party's logo or other trademarks without such party's prior written consent, and if such consent is given, such use must be in accordance with the fashion and style and usage as approved by such party.

12.7. Schedule 1. Walmart and Covered Entity agree to complete **Schedule 1**, attached and incorporated in to this Agreement as referenced.

Signed:

County of Monterey

WALMART INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

George Flaherty

Title: \_\_\_\_\_

Senior Director Payer Programs

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# 340B PHARMACY SERVICES AGREEMENT

## Schedule 1

**Walmart Locations:**

The locations at which Walmart will provide services pursuant to the Agreement are:

<b>Store Number</b>	<b>Address</b>
WAL-MART CENTRAL FILL 10-2670	608 SPRING HILL DR #3 SUITE 300, SPRING, TX 77386
WAL-MART PHARMACY 10-5997	9600 PARKSOUTH CT. SUITE 100, ORLANDO, FL 32837
WAL-MART PHARMACY 10-2458	1800 N MAIN ST, SALINAS, CA 93906
WAL-MART PHARMACY 10-4488	150 BEACH RD, MARINA, CA 93933
WAL-MART PHARMACY 10-5751	1375 N DAVIS RD, SALINAS, CA 93907

**Fill Fee:**

The Fill Fee shall be **\$ 26.00** for each eligible brand drug Claim processed. No fill fee shall be applied to generic drugs.

The Fill Fee is **\$ 325.00** for each eligible Specialty Drug Claim processed at all retail stores and Walmart specialty pharmacy, unless otherwise indicated, and as listed on the Specialty Drug Master List made available to Covered Entity. Such Specialty Drug Master List will change from time to time and Walmart will make every effort to share the updated list with Covered Entity through 340B Processor.

**Wholesaler:**

The Wholesaler for Covered Entity is McKesson.

**340B Processor:**

The 340B Processor for Covered Entity is: 340Basics

Covered Entity shall notify Walmart of any change in 340B Processor within thirty (30) days.

**Covered Entity Locations:**

<b>Location Name</b>	<b>Address</b>
CHC33795-00: County of Monterey	1441 Constitution Blvd, Bldg. #200, Floor STE 101 Salinas, CA 93906

Walmart and Covered Entity agree that the terms of this Agreement, including Schedule 1, shall apply to the Covered Entity and all its registered child sites registered and listed in the HRSA Office of Pharmacy Affairs (“OPA”) 340B Program database as of the Effective Date of this Agreement. Walmart and Covered Entity agree that the list of Covered Entity registered sites will automatically update, by reference without the need to amend the Agreement or this Schedule 1, to reflect Covered Entity’s sites that have been added or removed from the HRSA OPA 340B Program database.



---

**Exhibit A**

**Notice of Third Party Selection for 340B Data:**

Covered Entity:

(Name) \_\_\_\_\_ (340B ID#) \_\_\_\_\_

(Address) \_\_\_\_\_

(City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_

Contract Pharmacy:

\_\_\_\_\_ Walmart Pharmacy \_\_\_\_\_

\_\_\_\_\_ 702 SW 8<sup>th</sup> Street \_\_\_\_\_

\_\_\_\_\_ Bentonville, AR 72716 \_\_\_\_\_

Applicable to: (check only one below)

All present and future 340B relationships between Covered Entity and Contract Pharmacy.

Specific 340B relationships between Covered Entity and Contract Pharmacy:

(List account numbers) \_\_\_\_\_

This is Covered Entity’s notice to McKesson that it has entered into a written Agreement with Walmart for Walmart to maintain on behalf of Covered Entity the confidential transaction information, transaction history, and transaction statements required to be maintained by a dispenser under the Drug Supply Chain Security Act.

Covered Entity requests that McKesson provide the applicable transaction information, transaction history, and transaction statements to Walmart until notified otherwise by Covered Entity. Walmart shall maintain such transactional data on behalf of Covered Entity.

Covered Entity agrees to provide McKesson with written notice of the termination or expiration of its written Agreement with Walmart. Promptly following receipt of such notice, McKesson shall cease providing Walmart with the applicable transaction information, transaction history, and transaction statements.

\_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Signature (On Behalf of Covered Entity)

\_\_\_\_\_  
Print Name

*Please return the signed original form to your McKesson Sales Executive or Account Manager*