

APEXUS/ 340B PRIME VENDOR PARTICIPATION AGREEMENT

INSTRUCTIONS FOR COMPLETING AGREEMENT – MANUAL/HARDCOPY PROCESS

1. Make a second copy of this blank 340B Prime Vendor Participation Agreement – Pages 1 and 2.
2. Complete the two copies of the Agreement, and submit both as originals with original signatures (person who has signature authority) on page 2.
3. Complete the separate Participant Profile sheet (Page 3) for each 340B registered covered entity enrolling in the Prime Vendor Program or attach a separate listing of additional 340B sites.
4. Mail the two (2) original signed agreements including the Participant Profile sheets and any additional attachments you may have to the following address:

**Apexus/340B Prime Vendor Member Services
Attn: 340B Prime Vendor
290 East John Carpenter Freeway, 4th Floor
Irving, TX 75062**

Please Note: Upon validation of agreement and receipt at Apexus by 15th of the month are activated on the 1st of the following month. All completed agreements received after the 16th of the month are activated on the first of the next full month. Example: Agreement is received **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 Vendor 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 to hereafter as the "340B Prime Vendor".

This Agreement is made this 28th day of April 2015, by and between 340B Prime Vendor and County of Monterey on behalf of the Monterey County Health Department ("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 Program's 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 § Vendor 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 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 forth 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 agrees to 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 effectuate 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 (3) 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 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 all 340B 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 such purchase data to HRSA.

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

PARTICIPANT

Name of Authorized Signer (Print Name): Mike Derr

Title: Contracts/Purchasing Officer

Authorized Signature: _____

Date: _____

APEXUS

Name of Authorized Signer (Print Name): Michael V. Benedict

Title: VP Apexus

Authorized Signature: _____

Date: 4/7/15

PARTICIPANT PROFILE SHEET:

If multiple covered entity sites are eligible, you may attach a separate listing of those sites. However, we must have complete information on those sites such as entity names, addresses, contact names, DEA#'s, 340B ID#, etc...

PV PA Name: (enter your facility name):	Monterey County Health Department
Address:	1270 Natividad Road
City, State, Zip:	Salinas CA 93906
Contact Name (primary):	Kristy Michie
Contact Title:	Supervising Public Health Epidemiologist/Program Manager
Contact Email Address: (receive important contract information)	MichieKJ@co.monterey.ca.us
Contact Phone Number:	831 755-4503
*Pharmacy Contact Name: (alternate contact person within your organization)	
*Pharmacy Contact Title: (Job title of the person named above)	
*Pharmacy Email Address:	
*Pharmacy Phone Number:	
Authorized Pharmacy Distributor: required – must be a distributor listed at http://www.340bpvp.com/agreements/distributors/default.asp	DPPV0401 Cardinal Health Distribution
DEA: (Drug Enforcement Agency Number is requested for sales tracking purposes on outpatient Rx accounts)	BM3163499
340B ID: As listed on HRSA OPA's public website at: http://opact.hrsa.gov/opa/Login/MainMenu.aspx	STD939061 TB939069
Group Purchasing Organizations (GPO): List any GPOs you belong to	n/a

CONTRACT PHARMACY INFORMATION: The section below is for hospitals and clinics that have a contractual relationship with a retail pharmacy not owned by the covered entity. Contract Pharmacies must be registered with the Office of Pharmacy Affairs. **If you do not have a contract pharmacy relationship, leave this section blank.**

Contract Pharmacy Name:	
Contract Pharmacy Ship To Address:	
Contract Pharmacy City, State, Zip:	
Contract Pharmacy DEA:	
Contract Pharmacy Contact Person:	
Contract Pharmacy Contact Title:	
Contract Pharmacy Phone Number:	
Contract Pharmacy Email Address:	

* If you wish to add more than 2 contacts, list them on a separate page. Contact persons receive important program information electronically.

