

340B THIRD PARTY ADMINISTRATOR SERVICES AGREEMENT

This 340B THIRD PARTY ADMINISTRATOR SERVICES AGREEMENT (the "AGREEMENT"), is entered into and effective as of July 1, 2017 (the "Effective Date"), between **NEC Networks LLC, d/b/a CaptureRx**, a Texas Limited Liability Company, located at 219 E. Houston Street, Suite 200, San Antonio, TX 78205, ("CaptureRx"), and **County of Tulare**, located at 5957 South Mooney, Tulare, CA, 93277 (the "COVERED ENTITY").

WHEREAS, COVERED ENTITY is eligible to purchase covered outpatient prescription drugs, as that term is defined in in Section 1927(k) of the Social Security Act, 42 USC 1396r-8(k) (2) & (3), for its qualified patients at favorable discounts from drug manufacturers who enter into pharmaceutical purchasing agreements with the United States Department of Health and Human Services ("DHHS") consistent with Section 340B of the Public Health Services Act ("340B"); and

WHEREAS, COVERED ENTITY seeks to enter or has entered into an agreement with one or more pharmacies (collectively "PHARMACY") pursuant to which PHARMACY will provide contract pharmacy services for COVERED ENTITY and its ELIGIBLE PATIENTS (defined below) in accordance with DHHS's specifications concerning 340B ("PHARMACY SERVICES AGREEMENT"); and

WHEREAS, COVERED ENTITY desires to engage CaptureRx to establish, implement, and manage the PHARMACY SERVICES AGREEMENT with PHARMACY, and to provide certain software services through its 340B SOFTWARE as well as other related pharmacy services as set forth in this Agreement (collectively, the "340B ADMINISTRATION SERVICES").

NOW THEREFORE, in consideration of the foregoing recitals (which by this reference are hereby made a part of this Agreement), the mutual covenants, promises and agreements herein contained and for other good and valuable considerations, the sufficiency and receipt of which are hereby acknowledged, COVERED ENTITY and CaptureRx, intending to be legally bound, hereby agree as follows:

I. DUTIES TO BE PERFORMED BY COVERED ENTITY

A. 340B DESIGNATION AND COMPLIANCE. COVERED ENTITY agrees that during the term of this Agreement, CaptureRx shall be the sole provider of 340B ADMINISTRATION SERVICES for COVERED ENTITY related to COVERED ENTITY'S contract pharmacy agreement(s). COVERED ENTITY agrees to comply with all applicable federal and state laws and regulations.

B. REPLENISHMENT OF PHARMACY DRUG STOCK. Unless restricted by a PHARMACY or the parties agree otherwise, COVERED ENTITY shall allow CaptureRx to purchase on its behalf, drug stock to replenish COVERED DRUGS dispensed by PHARMACY to ELIGIBLE PATIENTS. "COVERED DRUG(S)" means a covered outpatient prescription drug as defined in 340B and that is dispensed by the PHARMACY to an ELIGIBLE PATIENT pursuant to the PHARMACY SERVICES AGREEMENT, and replenished or eligible for replenishment by COVERED ENTITY to PHARMACY under 340B. "ELIGIBLE PATIENTS" means those individuals who meet the statutory 340B patient definition and criteria as set forth in the guidance issued by the Health Resources and Service Administration ("HRSA") at 72 Fed. Reg. 1543 (Jan. 12, 2007), as may be amended from time to time, and are entitled to purchase or receive COVERED DRUGS. CaptureRx will monitor the sale of COVERED DRUGS to ELIGIBLE PATIENTS and, at intervals mutually agreed to by the parties and as allowed by PHARMACY, after the total quantity unit(s) of a bottle, package, or vial have been dispensed by PHARMACY to ELIGIBLE PATIENTS, CaptureRx will generate a "Bill to Ship to" order (billed to COVERED ENTITY and shipped to the PHARMACY). Delivery shall be provided by a drug wholesaler designated and contracted by COVERED ENTITY. All payments of drug wholesaler invoices are the sole responsibility of COVERED ENTITY.

C. **REQUIRED FILE SUBMISSIONS.** COVERED ENTITY shall, at its sole expense, submit to CaptureRx, on at least a monthly basis, and more frequently as may be appropriate in the determination of COVERED ENTITY or as mutually agreed to by the parties, all patient and prescriber information reasonably required by CaptureRx to perform 340B ADMINISTRATION SERVICES. COVERED ENTITY shall ensure that all submitted information shall be accurate, true and complete, and shall not omit any necessary information. CaptureRx shall be entitled to rely on information provided by COVERED ENTITY when performing the 340B ADMINISTRATION SERVICES and COVERED ENTITY shall be solely responsible for the completeness and accuracy of such information. Accordingly, the parties expressly agree that in no event shall CaptureRx be liable to any person for any errors or omissions in such information.

D. **QUALIFICATION FILTER SET-UP.** Prior to commencement of services, COVERED ENTITY will work with CaptureRx to establish the appropriate qualification filters. CaptureRx will provide COVERED ENTITY with its required patient filter, prescriber filter and formulary filter automatically and without any further action by COVERED ENTITY. Additional filters may be required based upon PHARMACY requirements for COVERED ENTITY.

E. **340B WHOLESALE DATA AND SUBMISSION.** COVERED ENTITY shall direct or authorize CaptureRx to direct COVERED ENTITY'S designated drug wholesaler to provide to CaptureRx ANSI 832, 850, 855 and any other data feed necessary to perform 340B ADMINISTRATION SERVICES.

F. **SWITCH COMPANY CLAIMS CAPTURE OF THIRD PARTY CLAIMS.** COVERED ENTITY shall instruct PHARMACY to allow CaptureRx to capture any CLAIMS of COVERED DRUGS of ELIGIBLE PATIENTS dispensed at PHARMACY. "CLAIMS" means the information transmitted to PHARMACY'S claims processor via on-line point-of-sale, universal claim form, magnetic tape, or diskette, and the content thereof, indicating among other things that a prescription has been submitted for payment. COVERED ENTITY shall cause PHARMACY to enter into an agreement with CaptureRx which permits CaptureRx to obtain CLAIMS data from the specified adjudication network utilized by PHARMACY to process CLAIMS.

G. **NOTIFICATION OF CHANGE IN PLAN OR STATUS.** COVERED ENTITY shall immediately notify CaptureRx in the event of any change in COVERED ENTITY'S 340B eligibility status or of the pendency of any action or proceeding that may result in such change. Additionally, COVERED ENTITY will immediately notify CaptureRx if there is a change or planned change to COVERED ENTITY'S designated drug wholesaler or PHARMACY sites. COVERED ENTITY will pay CaptureRx any fees incurred by CaptureRx arising out of or in connection with any delay in notification of such changes. CaptureRx may deduct these fees from future disbursements, if any.

H. **DISCOUNT DRUG CARD PROGRAM ("CASH CARD").** If COVERED ENTITY elects to participate in CaptureRx'S CASH CARD program whereby certain patients may receive discounted pricing at the time of a purchase of outpatient drugs, COVERED ENTITY shall pay CaptureRx the fees set forth in **Schedule A.** CaptureRx will coordinate with a third-party vendor for the supply and management of the cards to be provided by COVERED ENTITY to any patients that COVERED ENTITY deems eligible to participate. This program is not required under this Agreement and COVERED ENTITY may elect to participate at any time.

II. DUTIES TO BE PERFORMED BY CAPTURERX

A. **PROVISION OF SERVICES TO COVERED ENTITY.** Unless prohibited by a PHARMACY or otherwise agreed upon by the parties, CaptureRx will provide to COVERED ENTITY the 340B ADMINISTRATION SERVICES as identified in this Agreement, which shall include: CLAIMS capture and determination of 340B eligibility, inventory and funds management, and reporting.

B. CLAIMS PROCESSING. CaptureRx shall process CLAIMS received from PHARMACY, determine whether such CLAIMS qualify as a COVERED DRUG for replenishment of PHARMACY's own drug stock. Unless prohibited by a PHARMACY, CaptureRx will match the PHARMACY CLAIM data to the prescriber and patient encounter file as well as ensuring the National Council of Prescription Drug Programs is available on the wholesaler price file. CaptureRx shall contract with a switch company to capture any CLAIMS submitted by PHARMACY, as well as verification of any third-party payments made to PHARMACY for COVERED DRUGS dispensed to ELIGIBLE PATIENTS.

C. INVENTORY MANAGEMENT. On a monthly basis, and unless prohibited by a PHARMACY or otherwise agreed upon by the parties, CaptureRx will use its 340B SOFTWARE system to conduct a review of PHARMACY'S drug inventory to calculate the remaining quantities of drugs that, if dispensed, would constitute COVERED DRUGS and determine whether any balance of such undispensed drug stock has not been replenished by orders, as allowed in the PHARMACY SERVICES AGREEMENT. The cost of any such slow moving or discontinued drug stock will be calculated based on retail acquisition cost. The balance of the claim quantity for any such drugs will be set to zero and the amount due to the PHARMACY will be credited to PHARMACY in the next payment cycle.

D. WHOLESALE DRUG ORDERS. As allowed by the PHARMACY, CaptureRx shall submit to COVERED ENTITY's drug wholesaler a purchase order for drugs to replenish PHARMACY's own drug inventory used for COVERED DRUGS. Such purchase order will specify drugs by NDC Number (National Drug Code), quantity, and other required data needed to complete such purchase order. Purchase orders shall be submitted by CaptureRx when a full unit bottle size has been met and as agreed upon by the COVERED ENTITY and PHARMACY. CaptureRx shall receive from COVERED ENTITY or its drug wholesaler certain electronic files to include ANSI 832, 850, 855 and any other data feed necessary to perform 340B ADMINISTRATION SERVICES. These wholesale data files shall be used to update inventory and information, pricing, and order fulfillment.

E. CORE REPORTS TO COVERED ENTITY AND PHARMACY. CaptureRx shall make available to no more than five (5) COVERED ENTITY users, through its 340B SOFTWARE portal, a look up of approved 340B CLAIMS and those CLAIMS not meeting COVERED ENTITY'S edits/filters, inventory pending balances report, PHARMACY replenishment orders report, account ledger report, explanation of benefits report and additional reporting and look ups in the reporting system.

F. CARVING-OUT CLAIMS. COVERED ENTITY expressly acknowledges that CaptureRx shall carve-out the processing and reporting of claims for COVERED DRUGS that it identifies as reimbursed or paid through: (i) Medicaid Managed Care Organizations; (ii) fee-for-service Medicaid; (iii) self-pay; and (iv) CASH CARD. It is the COVERED ENTITY'S sole responsibility, and not CaptureRx's responsibility, to self-report any known claims subject to duplicate discounts under 340B. COVERED ENTITY agrees to timely notify CaptureRx of all Medicaid and Managed Medicaid Care Organizations that require carving out of the 340B Program. CaptureRx will not be required to carve out any Medicaid or Managed Medicaid Care Organizations until COVERED ENTITY provides CaptureRx with written notification of the same.

III. FEE PAYMENT AND DISBURSEMENT

A. FILL FEE PAYMENTS TO PHARMACY(S). CaptureRx shall pay the PHARMACY, on behalf of COVERED ENTITY, the fee paid by COVERED ENTITY to PHARMACY for dispensing a single prescription of a COVERED DRUG for an ELIGIBLE PATIENT (the "FILL FEE") as set forth in the PHARMACY SERVICES AGREEMENT.

B. DISBURSEMENTS TO THE COVERED ENTITY. CaptureRx shall make disbursements to COVERED ENTITY no later than ten (10) business days after CaptureRx receives amounts due from PHARMACY. FILL FEE payments to PHARMACY and fees due to CaptureRx (as identified on the fee schedule in **Schedule A**)

shall be deducted from COVERED ENTITY disbursements. If the FILL FEE and CaptureRx's fees are more than the disbursements available to COVERED ENTITY, then CaptureRx shall reduce future disbursements to COVERED ENTITY to satisfy the amount due PHARMACY and CaptureRx.

C. COLLECTION OF PAYMENTS TO PHARMACY. CaptureRx shall exercise commercially reasonable efforts to collect payments from PHARMACY(s). However, CaptureRx shall have no obligation to pursue claims against PHARMACY through mediation, arbitration, litigation or any other dispute resolution process. COVERED ENTITY acknowledges that any such claims or causes of action shall be made by COVERED ENTITY against PHARMACY. Should a PHARMACY fail to timely pay amounts due, CaptureRx may, in its sole discretion, suspend or terminate services with that PHARMACY. Under no circumstances shall CaptureRx be liable for non-payment by PHARMACY. Failure by PHARMACY to pay amounts due to COVERED ENTITY does not relieve COVERED ENTITY from its payment obligations to CaptureRx. Should PHARMACY fail to make timely payments, CaptureRx shall deduct any earned fees from the next disbursement to COVERED ENTITY.

IV. MAINTENANCE AND OWNERSHIP OF RECORDS

CaptureRx shall maintain customary business records relating to its 340B ADMINISTRATION SERVICES, including records regarding verification of ELIGIBLE PATIENTS, CLAIMS received from PHARMACY and adequate records to establish payment to PHARMACY, in an accessible and auditable form. Upon at least ten (10) business days' prior notification to CaptureRx, COVERED ENTITY shall have the right to inspect such records during normal business hours for a proper purpose consistent with this Agreement. These records shall remain accessible for examination and audit by COVERED ENTITY for three (3) years after the date of payment of claims at reasonable intervals, upon at least ten (10) business days' prior notification to CaptureRx and during the regular business hours of CaptureRx, for a proper purpose consistent with this Agreement.

V. CONFIDENTIALITY

A. PATIENT INFORMATION. The parties agree that they will comply with their respective obligations concerning the confidentiality of patient information under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time.

B. BUSINESS AND PROPRIETARY INFORMATION OF THE PARTIES. The parties acknowledge that, during the term of this Agreement, each may receive, work with, and be exposed to certain confidential information concerning the business of the other party and its affiliates, whether or not reduced to writing, including, without limitation, information and knowledge pertaining to products, inventions, developments, innovations, data, know-how, formulations, uses, research, processes, technology, software, hardware, designs, materials, ideas, plans, trade secrets, customers, pricing, proprietary information, and other information relating to the business of the other party, as applicable (collectively, the "Confidential Information"), which each party desires to protect from unauthorized disclosure or use. The Confidential Information shall also include, without limitation, COVERED ENTITY's financial, utilization, or other information concerning the delivery of health care services, and any information system or computer hardware, software, Internet-enabled systems or other technology used by CaptureRx, including, but not limited to, the CaptureRx on-line system processes, methodologies, screen views, reports, recreations, reproductions, or facsimiles of screen views and reports. Each party hereto agrees not to disclose the Confidential Information of the other party to any third party without the prior written consent of the other party, except that a party may disclose Confidential Information to such party's directors, officers, managers, attorneys, and such other persons who have a reasonable need to know such Confidential Information. Each party agrees to use at least the same measures (but no less

than reasonable care) to protect the other party's Confidential Information as it takes to protect its own Confidential Information. In addition, each party agrees that it will not, without the prior written consent of the other party, use the other party's Confidential Information for any purpose other than to fulfill its obligations under this Agreement. The following information shall not be deemed to be Confidential Information subject to the confidentiality restrictions set forth in this Section: (i) information which a party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the disclosing party or from a third party under an obligation of confidence to the disclosing party; (ii) information which is now or subsequently becomes known or available to the public or in the trade by publication, commercial use or otherwise through no act or fault on the part of the receiving party; (iii) information which a party is required to disclose in response to a valid court order or otherwise required to be disclosed by law, but only if such party has given the disclosing party prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or obtain other relief to preserve the confidentiality of the Confidential Information; and (iv) information provided by the disclosing party to the other party expressly for public distribution, such as marketing materials, advertising, brochures and general promotional information regarding the disclosing party and its business. This provision shall survive termination of the Agreement.

VI. TERM AND TERMINATION

A. **TERM.** This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years. Thereafter, the Agreement shall renew automatically for one additional term of three (3) years, unless terminated by either party by delivery of written termination notice at least ninety (90) days prior to the end of the then current term. Termination of this Agreement for any reason shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

B. **TERMINATION.** This Agreement may be terminated at any time by either party upon a material breach by the other party of any representation, covenant, or agreement under this Agreement without further notice if the party in breach fails to cure the breach within thirty (30) days of receipt of written notice from the non-breaching party of the specific breach(es). Further, either party may terminate this Agreement immediately if: (i) COVERED ENTITY loses eligibility for any reason to participate in 340B; or (ii) the other party is debarred or excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f).

C. **NOTICE.** Any notice or other communication required or permitted to be given pursuant to any provisions of this Agreement will be deemed given if in writing, signed by or on behalf of the person giving the notice, and will be deemed received when (a) personally delivered (with receipt acknowledged by the recipient); or (b) deposited through the U.S. mail, registered or certified, first class, postage prepaid; or (c) transmitted by facsimile with confirmation of receipt; or (d) via email with an email address for CaptureRx at contracts@capturerx.com or if to COVERED ENTITY at _____ with confirmation of receipt; or (e) deposited for delivery by overnight courier service and addressed to the respective addresses first indicated in this Agreement.

VII. MISCELLANEOUS

A. **GRANT OF LICENSE; USE OF CAPTURERX AND AGENT SOFTWARE.** The COVERED ENTITY acknowledges that CaptureRx and its agent assert all Intellectual Property Rights (as defined below) in and to the entire 340B SOFTWARE system used by CaptureRx to perform 340B ADMINISTRATION SERVICES under this Agreement, and that such 340B SOFTWARE is the exclusive and sole property of CaptureRx. This Agreement in no way conveys any Intellectual Property Rights in or to the 340B SOFTWARE to COVERED ENTITY or any PHARMACY, other than the limited right to access and use the

340B SOFTWARE in accordance with this Agreement. CaptureRx grants COVERED ENTITY a non-exclusive, non-assignable, royalty free, license during the term of this Agreement to use 340B SOFTWARE and related documents, reports, procedures, and information solely in connection with this Agreement. For the purposes of this Agreement, "Intellectual Property Rights" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

B. ASSIGNS; AMENDMENT; WAIVER. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by a duly authorized representative of each party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent breach of any term or condition hereof or any other term or condition of this Agreement. The subsequent acceptance of performance by a party of any breached term or condition of this Agreement shall not be deemed to be a waiver of any preceding breach by the other party of the same term or condition or any other term or condition of this Agreement, regardless of whether the accepting party knew or did not know of the preceding breach at the time of acceptance of such performance.

C. HEADINGS; SEVERABILITY. The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall remain in effect and shall continue to be valid and enforceable to the fullest extent permitted under relevant law as though such void provision had not been contained herein.

D. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN THE CASE OF FRAUD BY CAPTURERX, CAPTURERX SHALL NOT BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT OR CONTRACT, OR (II) LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR OTHER DAMAGES CALCULATED BASED UPON ANY LOST EARNINGS OR OTHER SIMILAR METHODOLOGY USED TO VALUE THE COMPANY BASED ON FINANCIAL PERFORMANCE OR RESULTS OF OPERATIONS, IN EACH CASE, EVEN IF CAPTURERX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT, EXCEPT IN THE CASE OF FRAUD BY CAPTURERX, SHALL CAPTURERX'S LIABILITY ARISING UNDER THIS AGREEMENT OR ITS BREACH THEREOF EXCEED THE AMOUNT EQUAL TO THE COVERED ENTITY'S FEES INCURRED OVER THE LAST TWELVE MONTHS PRIOR TO THE ASSERTION OF THE CLAIM BY COVERED ENTITY.

E. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by and construed and interpreted according to the laws of the State of Texas without giving effect to conflict of laws principles thereof. Each party consents to and submits to personal jurisdiction and venue in the state district and county courts of Bexar County, Texas, and in the federal district courts located in Bexar County, Texas, to resolve any and all disputes arising under or relating to this Agreement. This submission to jurisdiction is exclusive and precludes any party from obtaining jurisdiction over any other party in any court otherwise having jurisdiction. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any action brought in accordance with this Section. Each party hereby irrevocably and unconditionally waives, to the fullest extent permitted by

law, any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

F. **FORCE MAJEURE.** Neither CaptureRx nor the COVERED ENTITY shall be liable for a failure of or delay in performance hereunder arising from acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or created thereby, acts of any person engaged in a subversive activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, or freight embargoes without fault by and beyond the reasonable control of the party obligated to perform. In such event, the performance of a required act shall be excused for the period of delay caused by such event, and the period for performance shall be extended for a period equivalent to the period of delay.

G. **ENTIRE AGREEMENT.** This Agreement, including the Schedule A and any other Schedules attached hereto, contain the entire agreement of the parties and supersede all prior agreements, representations and understandings, whether written or oral, between the parties relating to the subject matter hereof. The parties' intent is that this Agreement represents an entirely new agreement between the parties as to the subject matter hereof and not a renewal of any prior or existing agreements between the parties as to the subject matter hereof. Any prior or existing agreements between the parties relating to the subject matter hereof are hereby terminated as of the date of this Agreement. This Agreement may be executed in any number of counterparts (including by facsimile or portable document format (pdf)), each of which shall be deemed an original for all purposes, and all of which when taken together will constitute a single counterpart instrument.

H. **INDEPENDENT CONTRACTORS.** The COVERED ENTITY and CaptureRx are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

I. **NO THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed as giving rise to any rights in any third parties or any persons other than the parties hereto.

J. **COMPLIANCE WITH LAWS AND REGULATIONS.** The parties intend for this Agreement to be in compliance with all applicable federal and state statutes and regulations. If this Agreement, or any part thereof, is found not to be in compliance with any applicable federal or state statute or regulation, then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance.

IN WITNESS WHEREOF, COVERED ENTITY and CaptureRx have executed and delivered this Agreement by their representatives duly authorized.

NEC Networks, LLC d/b/a CaptureRx
By: [Signature]
Print Name: Craig Howard
Title: CEO
Date: 4/30/18

County of Tulare
By: _____
Print Name: _____
Title: _____
Date: _____

APPROVE AS TO FORM:
COUNTY COUNSEL
BY [Signature]
DEPUTY
#2018200 5/1/18 7

SCHEDULE A

CAPTURERX™ THIRD PARTY ADMINISTRATOR SERVICES FEE SCHEDULE	
<p>340B Third Party Administrative Fee</p> <p>The 340B Third Party Administrative Fee is firm for the initial twelve (12) months of the Agreement and will receive an annual 5% price increase thereafter. This 340B Third Party Administrative Fee does not include specialty pharmacy administrative fees which will be agreed upon by the parties prior to the implementation of any specialty pharmacies.</p> <p>*An approved 340B Claim shall mean that all 340B filters related to eligible patient, eligible prescriber and covered drug eligibility are met.</p>	<p>\$7.00 per approved 340B Claim*</p>
<p>340B Switch Fee</p> <p>340B Switch Fee means the claims feed purchased by CaptureRx from the switch company.</p>	<p>.03 cents per PHARMACY transaction</p>
<p>340B Third Party Administrative Fee for Specialty COVERED DRUGS</p> <p>Specialty COVERED DRUGS will be identified on the PHARMACY formulary.</p> <p>*An approved 340B Claim shall mean that all 340B filters related to eligible patient, eligible prescriber and covered drug eligibility are met.</p>	<p>\$200.00 per approved 340B Claim*</p>
<p>340B CASH CARD Administrative Fee (If Applicable)</p> <p>First box of cards will be provided to COVERED ENTITY at no cost to COVERED ENTITY. Thereafter, actual vendor cost of cards and shipping will be charged to the COVERED ENTITY on a pass-through basis.</p>	<p>\$5.00 per approved CASH CARD transaction</p>
<p>Pharmacy Fee Minimum (AFM)</p> <p>A pharmacy fee minimum per payment batch will be charged for each payment batch in which the total 340B Third Party Administrative Fees do not exceed the pharmacy fee minimum.</p>	<p>\$300.00 per contract pharmacy per payment batch</p> <p>EXCLUDES ALL RITE AID PHARMACIES</p>
<p>Entity Fee Minimum (EFM)</p> <p>An entity fee minimum per payment batch will be charged for each payment batch in which the total 340B Third Party Administrative Fees do not exceed the entity fee minimum.</p>	<p>\$1,000.00 per payment batch</p>

EXHIBITA

CAPTURE Rx PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. Crime/Fidelity Bond with limits of no less than \$ 1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

- a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the contractor, its employees, agents and subcontractors. CONTRACTOR waives all rights against the County and its officers, agents, official, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-: VIJ and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

F. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.