

## 340B THIRD PARTY ADMINISTRATOR SERVICES AGREEMENT

This 340B THIRD PARTY ADMINISTRATOR SERVICES AGREEMENT (the "AGREEMENT"), is entered into and effective as of January 14, 2020 (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 Santa Barbara County Health Care located at 345 Camino Del Remedio, Santa Barbara, CA 93110-1332 (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) for Rite Aid stores only. 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.

## 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; and (iii) self-pay. 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. Prior to purging records older than 3 years or prior to termination of contract, CaptureRx will provide an electronic copy of transactions captured as 340B to the COVERED ENTITY.

#### V. CONFIDENTIALITY

A. **PATIENT INFORMATION.** The Parties shall maintain all relevant records relating to their services provided under this Agreement, in accordance with applicable federal, state, and local laws and regulations, including but not limited to HIPAA and HITECH. The Parties shall maintain all auditable records for a period of time that complies with all applicable federal, state and local requirements.

B. **CONFIDENTIALITY CLAUSE.** The parties acknowledge that each own valuable trade secrets, and other confidential information. "Confidential Information" shall have the meaning set forth in subdivision (d) Section 3426.1 of the California Civil Code. This provision does not apply to Confidential Information that is 1) in the public domain through no fault of the receiving party, 2) was independently developed as shown by documentation, 3) is disclosed to others without similar restrictions, 4) was already known by the receiving party, or 5) is subject to disclosure under court order or other lawful process. CaptureRx acknowledges and understands that all information that is not Confidential Information as defined in this Section, including but not limited to, this Agreement, are subject to open records laws and regulations such as the California Brown Act and the Public Records Act, and therefore may be released, disclosed, and posted online, to and for the public.

#### 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 additional, successive renewal terms 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).

Either party may terminate this Agreement for convenience upon thirty (30) days written notice. During the thirty (30) day period, the parties shall wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects from such winding down and cessation of services.

**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](mailto:contracts@capturerx.com) or if to COVERED ENTITY at [phdsbrx@sbcphd.org](mailto:phdsbrx@sbcphd.org) with confirmation of receipt; or (d) 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.

CaptureRX warrants that any Intellectual Property Rights and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CaptureRX at its own expense shall defend, indemnify, and hold harmless COVER ENTITY against any claim that any Intellectual Property Rights or other items provided by CaptureRX hereunder infringe upon intellectual or other proprietary rights of a third party, and CaptureRX

shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COVERED ENTITY in connection with any such claims. This Intellectual Property Rights provision shall survive expiration or termination of this Agreement.

**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.

**E. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**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 and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same 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.

K. **NONDISCRIMINATION.** Covered Entity hereby notifies CaptureRX that Covered Entity's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CaptureRX agrees to comply with said ordinance.

L. **NONEXCLUSIVE AGREEMENT.** CaptureRX understands that this is not an exclusive Agreement and that Covered Entity shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CaptureRX as the COUNTY desires.

M. **NON-ASSIGNMENT.** CaptureRX shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Covered Entity and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

N. **RECORDS, AUDIT, AND REVIEW.** CaptureRX shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CaptureRX's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. Covered Entity shall have the right to audit and review all such documents and records at any time during CaptureRX's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CaptureRX shall be subject to the examination and audit of the California State Auditor, at the request of the Covered Entity or as part of any audit of the Covered Entity, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CaptureRX shall participate in any audits and reviews, whether by Covered Entity or the State, at no charge to Covered Entity.

If federal, state or Covered Entity audit exceptions are made relating to this Agreement, CaptureRX shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from Covered Entity, CaptureRX shall reimburse the amount of the audit exceptions and any other related costs directly to Covered Entity as specified by Covered Entity in the notification.

O. **CONFLICT OF INTEREST.** CaptureRX covenants that CaptureRX presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CaptureRX further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CaptureRX. CaptureRX must promptly disclose to Covered Entity, in writing, any potential conflict of interest. Covered Entity retains the right to waive a conflict of interest disclosed by CaptureRX if Covered

Entity determines it to be immaterial, and such waiver is only effective if provided by Covered Entity to CaptureRX in writing.

**P. DEBARMENT AND SUSPENSION.** CaptureRX certifies to Covered Entity that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CaptureRX certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**Q. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to Covered Entity is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**R. SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective January 14, 2020.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Shahab MaGuera  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

Gregg Hart

By: Gregg Hart  
Chair, Board of Supervisors

Date: 1-14-20

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD  
Public Health Director

By: Van Do-Reynoso  
Department Head

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: Betsy M. Schaffer  
Deputy

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: Michael C. Ghizzoni  
Deputy County Counsel

**APPROVED AS TO FORM:**

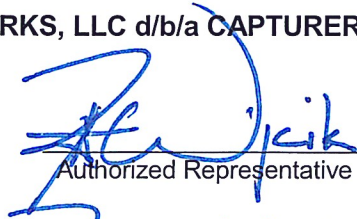
Risk Management

By: [Signature]  
Risk Management

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective January 14, 2020.

NEC NETWORKS, LLC d/b/a CAPTURERX:

By:

  
Authorized Representative

Name:

Richard A. Wojcik

Title:

CFO

Date:

12/18/2019

**SCHEDULE A**

<b>CAPTURERX™ THIRD PARTY ADMINISTRATOR SERVICES FEE SCHEDULE</b>	
<p><b>340B Third Party Administrative Fee</b></p> <p>340B Third Party Administrative Fee will not exceed 20% of third party payments, less PHARMACY dispense fee. 340B Third Party Administrative Fee is firm for the initial twelve (12) months of the Agreement and will receive an annual price increase thereafter which will not exceed 5% (rounded to the nearest cent increment). 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><b>*Qualified CLAIMS Formula</b> An Administrative Fee is charged for each patient and prescriber qualified claim identified within CUMULUS™, regardless of whether it is approved as a 340B claim or not. Patient qualified claims are those claims that match the patient eligibility file and the prescriber file or qualified referred prescribers of the COVERED ENTITY.</p>	<p><b>\$2.50 per 340B Qualified CLAIM*</b></p>
<p><b>340B Switch Fee</b></p>	<p><b>Included</b></p>

**Covered Entity Initials: \_\_\_\_\_**