Application Packet - Checklist

New Account Setup with Cardinal Health

- ☒ 1 - Notes Regarding 340B Account Setup
- ☒ 2 - Credit Application
- ☐ 3 - Electronic Authorization Agreement – Enrollment Form
- ☒ 4 - 340B Invoices Delivery Form
- ☒ 5 - Sales Tax Letter (Drug Purchase for Resale)
- ☒ 6 - Cardinal LOP - Joinder Agreement
- ☒ 7 - Agency Agreement

Application Packet - Notes

Galion City Health Department

2. Credit Application

Authorized Signature | Page 4

Please ensure the client signs the Credit Application for authorization. (see the screenshot below).

BY: _____
Authorized Signatory

ITS: [ ]
Authorized Signatory Title

[ ]
Printed Name of Authorized Signatory

Date: [ ]

---

5. 340B Invoices Delivery Form

Accounts Payable Team | Middle of Page 1

Please add any additional e-mail addresses for receiving 340B invoices from Cardinal (see the screenshot below).

Which method do you prefer to receive your invoices to process for payment?

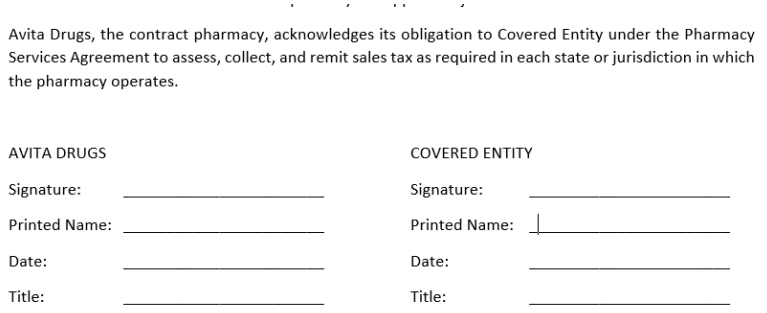
☒ Email (up to four email addresses): jgipson@mbk-inc.org _____ _____ _____

Application Packet - Notes

6. Sales Tax Letter

Signature | Bottom of Page 1

Please ensure the client signs and dates the Sales Tax Letter to Cardinal Health **as the Covered Entity**. (see the screenshot below).



Avita Drugs, the contract pharmacy, acknowledges its obligation to Covered Entity under the Pharmacy Services Agreement to assess, collect, and remit sales tax as required in each state or jurisdiction in which the pharmacy operates.

AVITA DRUGS		COVERED ENTITY	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Date:	_____	Date:	_____
Title:	_____	Title:	_____

---

9. Agency Agreement

Authorized Signature | Page 6

Please ensure the client **signs as the Principal** and dates the new Agency Agreement between Avita Drugs and Galion City Health Department.

To avoid denial or delay in processing this Credit Application, please complete all sections.

Credit Application

Updated: 8/12/20

Section I - GENERAL INFORMATION

1. Legal Entity Name of Applicant: City of Galion

2. D/B/A (if any): Galion City Health Department

3. Business Organization (check one): Proprietorship ☐ Partnership ☐ Corp ☐ Non-Profit ☐ LLC ☐ Gov't ☒

4. Legal Entity Business Address: 113 Harding Way East (Street) Galion, (City) OH (State) 44833 (Zip code)

Business Phone #: 419-468-1075 Business Fax #: 419-468-8618

Shipping Address (if different from business address): See 340B Account Setup Matrix
Street City State Zip code

Billing Address (If different from business address):
Street City State Zip code

5. Billing Contact name: Eunice Collene Contact Phone # 419-468-1823

Billing Contact e-mail address: eunicecollene@galion.city

6. Primary Business Contact: Olivia Roston (Name) Business Services Officer (Title) 419-468-1075 (Phone #) olivia.roston@galionhealth.org (Email Address)

7. Is Applicant a management company? Yes ☐ No ☒

8. Does Applicant utilize a management company? (If "Yes," additional information may be requested) Yes ☐ No ☒

7. Federal Tax ID #: 34 - 6400545

State Tax ID #: See Sales Tax Letter (This number must correspond with sales tax exemption certificate).

State of Incorporation OH HIN (Health Industry Number)

8. List any businesses affiliated with legal entity on line #1 (include addresses & account #'s):

9. List name(s) of owners, partners, shareholders, or members of legal entity, and attach organizational chart:

Name Title %owned Full Home Address

Name Title %owned Full Home Address

Name Title %owned Full Home Address

10. List names and addresses of other health care companies in which any of the individuals or organizations listed in question #9 above also have an ownership interest (i.e. owner, partner, shareholder, or member):

Name of Individual	Company Name of Affiliated	Company Address of Affiliated Company

11. How long has business been under present ownership: 152 Year Started 1869 # of employees

12. Average Monthly Purchases Estimated Initial Purchase (if above avg.)

Terms Requested (subject to credit approval)

13. Major Suppliers/Existing Wholesalers:

Supplier Address	Phone #	Contact Account #	$ High Cr. Amt.	$ Amt. Owed
Sanofi Pasteur		70075925		

14. Name of Bank:

Bank	Account #	Address	Phone #
See Avita Bank Letter			

Bank	Account #	(Gov't Receivables)	Address	Phone #

15. Are there currently any suits, liens, or judgments filed against Applicant or Guarantor(s), and/or has Applicant or Guarantor(s) ever filed for bankruptcy? Yes ☐ No ☒

If yes, please describe

16. Class of Trade of Applicant:

☐ Hospital	☐ Hospice	☐ Retail Pharmacy	☐ Distributor/Wholesaler
☐ Rehabilitation	☐ Surgery Center	☐ Mail Order	☐ Laboratory
☐ Skilled Nursing	☐ Physician Office	☐ Internet Pharmacy	☐ Home Health
☐ LTC Pharmacy	☐ Specialty	☐ Nuclear Pharmacy	☐ Government

☒ Other 340B: STD44833

Pharmaceutical Customers Only:

17. Will goods purchased be resold? Yes ☒ No ☐

If yes, in what form? AS IS ☒ Re-Manufactured ☐ Re-Packaged ☒ Internationally ☐ Other

Will pharmaceuticals be sold to anyone other than a patient? Yes ☐ No ☒

If yes, please explain

Drug License Type* Physician ☐ Wholesaler ☐ Pharmacy ☒ Precursor ☐ DEA ☐ Other ☐

Section II – **AGREEMENT**

1. As an inducement for Cardinal Health to accept orders from or otherwise extend or make credit available to Applicant, Applicant hereby agrees to comply with the following terms of sale, should Cardinal Health elect to extend credit. "Cardinal Health" means, collectively, whether one or more, each subsidiary and affiliate of Cardinal Health, Inc., an Ohio corporation, whether existing now, or existing or created in the future, together with the successors and assigns of any such entity.

2. The Applicant acknowledges and agrees that it does not and will not redistribute any product distributed by Cardinal Health to the secondary market, including but not limited to (i) pharmaceutical product purchased from Cardinal Health, and (ii) Cardinal Health self-manufactured products.

3. Applicant hereby grants a security interest to Cardinal Health in the product Cardinal Health has sold or is selling to Applicant, together with all proceeds thereof (the "Product").

4. Cardinal Health must receive payment in full with good funds on or before the due date via ACH direct debit or other payment forms acceptable to Cardinal Health. Cardinal Health may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to Cardinal Health when due under the terms of this Agreement. Failure or delay by Cardinal Health to bill Applicant for any such service charge will not waive Cardinal Health's right to receive the same. In the event of a default, whether due to failure to pay or comply with the terms of this Agreement or any other agreement between Applicant and Cardinal Health, Cardinal Health shall have the right to declare all outstanding amounts immediately due and payable, and in the event of any bankruptcy or insolvency of Applicant, all outstanding amounts shall immediately become due and payable without notice or any further action on the part of Cardinal Health. Applicant shall pay all out-of-pocket expenses, including attorneys' fees and costs, incurred by Cardinal Health to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this Agreement. Notwithstanding any provision contained herein, or in any invoices or billing issued in connection herewith, upon the sale or other disposition of the Applicant's assets outside the ordinary course of business, all amounts owing in connection with this Agreement or any other agreement between Applicant and Cardinal Health shall immediately become due and payable.

5. Applicant attests to Cardinal Health that it or the pharmacist(s) employed and/or affiliated with Applicant are properly licensed with applicable state licensing agencies to receive, dispense, distribute and otherwise legally dispose of the Product. Applicant understands that by attesting to this, Cardinal Health is complying with the "good faith inquiry" standard to ensure that the Product is distributed to properly licensed and/or registered pharmacy locations. Prior to purchasing the Product from Cardinal Health hereunder, Applicant must provide Cardinal Health with copies of all such licenses and any renewals, revocations or other changes to the same.

6. Applicant agrees that Product will be purchased under Cardinal Health's standard terms and conditions as in effect from time to time and/or the terms and conditions set forth in a vendor agreement, (collectively, the "Terms and Conditions"). The Terms and Conditions are hereby incorporated by reference and made a part hereof. Applicant acknowledges that the Terms and Conditions may be amended or modified by Cardinal Health from time to time and agrees to be bound by such modifications and/or amendments.

7. Without limiting Cardinal Health's rights under law or in equity, Cardinal Health (including its affiliates, subsidiaries, parent or related entities, collectively or individually), may from time to time exercise a right of set-off against any and all amounts due Applicant. For purposes of this paragraph 7, Cardinal Health shall be deemed to be a single creditor.

8. This Agreement, and any purchase orders, and all exhibits and addenda thereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bid responses, and understandings between the parties relative to the subject matter hereof. Except as otherwise provided herein, no changes to this Agreement or any purchase order will be made or be binding upon either party unless made in writing and signed by each party; provided, however, that Cardinal Health may increase, decrease, revoke or limit the amount and terms of credit extended to Applicant. No course of prior dealings between the Applicant and Cardinal Health and no usage of trade shall be relevant or admissible to supplement, to explain, or vary any of the terms of this Agreement.

9. All Applicable taxes including Federal Excise Tax will be collected as part of the sale.

10. Applicant agrees that all information provided in this Agreement or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from Cardinal Health. Applicant shall provide Cardinal Health with financial statements and such further information as may reasonably be requested by Cardinal Health from time to time. Applicant authorizes Cardinal Health to verify this information and/or additional information by obtaining data from a credit reporting agency. Applicant acknowledges and agrees to the sharing of financial statements and other information between and among Cardinal Health's subsidiaries and affiliates. Applicant authorizes Cardinal Health to request, obtain and share information with other creditors of Applicant. Applicant shall also provide to Cardinal Health advance written notice of any proposed change of twenty-five percent (25%) or more of the ownership or control of Applicant's business. Cardinal Health reserves the right to demand payment in full upon such change in ownership or control of Applicant's business. Applicant authorizes Cardinal Health to rely on the accuracy of all information provided herein unless and until any information is changed by Applicant's written notice to Cardinal Health.

11. In order to secure timely and full payment and performance of all past, present, and future obligations of Applicant to Cardinal Health (the "Obligations"), including but not limited to all promissory notes and sales on credit, Applicant hereby grants to Cardinal Health a security interest in all of following business assets of Applicant, wherever located and whether now owned or hereafter acquired: all goods, equipment, inventory, accounts, accounts receivable, deposits held by Cardinal Health and any of its affiliates, subsidiaries, related entities and parent, healthcare receivables, chattel paper, instruments, investment property and all general intangibles, books and records, computer programs and records, and other personal property, tangible or intangible, related to any of the foregoing (including, without limitation, all prescription files, patient lists, signs, appliances, cash registers, computers, computer software, shelving, check-out counters, compressors, freezers, coolers, display cases, customer records, sundries, tobacco products, prescription and over-the-counter pharmaceutical products, health and beauty aids, home healthcare products and general merchandise and supplies); all accessions and additions to, substitutions for, and replacements of any of the foregoing; all proceeds or products of any of the foregoing; all rights to payments under any insurance or warranty, guaranty, or indemnity payable with respect to any of the foregoing (collectively, the "Collateral"). All items of Collateral shall remain personal property and shall not become part of any real estate regardless of the manner of affixation. This security interest shall continue in effect until Cardinal Health is indefeasibly paid in full. Applicant hereby authorizes Cardinal Health to file financing statements describing the Collateral, and any necessary future amendments thereto, in any and all public offices in which Cardinal Health deems such filing to be necessary or desirable, and Applicant agrees to reimburse Cardinal Health for cost and expense of

preparing and filing any such financing statements upon delivery by Cardinal Health to Applicant of an invoice therefor.

12. Applicant authorizes Cardinal Health to initiate debit and credit entries from Applicant's account indicated below and Applicant authorizes the financial institution named below (the "Institution") to debit the same such account. Authority to initiate debit entries shall remain in full force and effect until Cardinal Health and the Institution have received written notice from the Applicant of its termination of such authorization. Applicant acknowledges that it has the legal right to stop payment of a debit entry by notification to the Institution; provided, prior to such notification, Applicant shall provide sufficient written notice to permit Cardinal Health to take any actions it deems necessary to avoid disruption in payments from the Applicant. Applicant shall promptly notify Cardinal Health in writing of any entry to which it objects; any entry not so objected to and returned in accordance with the applicable rules relating to corporate payment entries of the National Automated Clearing House Association and its related member associations shall be deemed accepted by Applicant as to amount. Applicant represents and warrants that (i) that, if Applicant is a natural person, the account is maintained primarily for commercial purposes and not for personal, family or household purposes; (ii) that the signature(s) below are all the signature(s) necessary to make this authorization effective as to entries to the account; and (iii) Applicant will continue to maintain the account while this authorization is in effect. Neither Applicant nor Cardinal Health is liable for any act or omission of any automated clearing house, depository, or other person, including the Institution. Applicant will indemnify, defend, and hold Cardinal Health harmless for any and all claims, demands, losses, liabilities or expense, including attorneys' fees and expenses, directly or indirectly resulting or arising out of the breach of these warranties and representations. If any automated debit entry is returned because of insufficient funds or no open account, Cardinal Health will assess and Applicant agrees that it shall be liable for a charge of $25. NEITHER PARTY SHALL BE LIABLE UNDER THISSECTION 12 FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Bank Name: See Avita Bank Letter

Bank Transit ABA#:

Bank Account #:

13. The Authorized Signatory represents that he/she has the authority to bind Applicant to this Agreement. The Applicant acknowledges and agrees that this is an application for business credit and the transactions contemplated are not for personal, family or household purposes. Recognizing that the owner(s)/partner(s)/shareholder(s)/member(s) credit history may be a factor in the evaluation of Applicant's credit history, the owner(s)/partner(s)/shareholder(s)/member(s) hereby consent to the use of a consumer credit report by Cardinal Health as it may deem necessary in the credit evaluation process and for periodic review for the purpose of maintaining the credit relationship.

14. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

15. Applicant and guarantor(s) agree that any controversy arising under or in relation to this Agreement shall be litigated exclusively in the courts of the State of Ohio; irrevocably consent to service of process, jurisdiction, and venue in the courts of the State of Ohio; agree not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, or otherwise. Nothing in this Agreement is intended to limit any right that Cardinal Health may have to bring any suit, action, or proceeding relating to matters arising under this Agreement in any other court of competent jurisdiction.

16. The Applicant and Cardinal Health agree that the use of electronic transmission, including but not limited to e-mail or other transmissions via the Internet, in entering into and in exercising their rights and performing their obligations under this Agreement is in the best interests of all of the parties and shall be permissible, notwithstanding any requirement of the Uniform Commercial Code or any other applicable law that might otherwise be considered unsatisfied as a result of the utilization of such media. The Applicant and Cardinal Health therefore agree that the Uniform Electronic Transactions Act, as promulgated by the National Conference of Commissions on Uniform State Laws, shall be applicable to the construction of this Agreement and any transactions hereunder, whether or not such Act shall have been adopted in any jurisdiction. By way of illustration and not of limitation, the Applicant and Cardinal Health agree to the following:

(a) any document (including this Agreement) transmitted by electronic transmission shall be treated in all respects as an original signed document;

(b) the signature (including an electronic signature) of any Party shall be considered for these purposes as an original signature;

(c) any such electronic transmission shall be considered to have the same binding legal effect as an original document; and

(d) neither Party shall raise the use of electronic transmission as a defense to this Agreement or in matters relating to any transaction pursuant to this Agreement, and each Party waives such defense.

17. If this application for business credit is denied, Applicant has the right to a written statement of the specific reasons for the denial. Cardinal Health will send Applicant a written statement of the specific reason(s) for the denial within thirty (30) days of receiving a request for a written statement. The Federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant; because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

18. In the event Applicant enters into any Loan Agreement or any one or more promissory notes, security agreements, mortgages, guaranties, control agreements, or other related documents (as the same may be amended, restated, supplemented, or otherwise modified from time to time, collectively, the "Loan Documents"), and there is any inconsistency between the terms and conditions of this Agreement, the terms and conditions of any Loan Document, the terms and conditions of the Loan Document shall control. Applicant acknowledges and agrees that a vendor agreement shall not be deemed a "Loan Document".

City of Galion

Printed Legal Entity Name of Applicant as it appears in Section I of this Agreement

BY: *Andrea Barnes*

Authorized Signatory

ITS: Interim Health Commissioner

Authorized Signatory Title

Andrea Barnes

Printed Name of Authorized Signatory

Date: 5/21/21

Cardinal Health

340B Invoices Delivery

Please complete and return this form if you would like to enroll in receiving invoices via email, fax or EDI.

Invoices will be sent to the covered entity as they own the pricing and are the responsible party for payment . In 340B contract pharmacy bill-to/ship -to account pairings, the hard copy invoice that is sent in the tote to the pharmacy is masked from pricing and essentially used as a packing slip. The statement is sent to the covered entity and shows the amount due for payment to Cardinal Health. If the covered entity requires an invoice for payment (including the pricing), Cardinal Health can send those via email, fax or EDI by completing this form.

Covered entity account name: Galion City Health Department

Covered entity account address: 113 Harding Way East Galion, OH 44833

Which method do you prefer to receive your invoices to process for payment?

☐ Email (up to four email addresses): eunicecollene@galion.city

olivia.roston@galionhealth.org

-or-

☐ Fax: _____

If you also require EDI 810s to process for payment, please notate here:

☐ EDI 810

Questions may be directed to your Cardinal Health Sales Representative

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I am Essential to care™

Date: 4/5/2021

From: Galion City Health Department

To: Cardinal Health 110, LLC and Cardinal Health 112, LLC ("Cardinal Health")

Re: Purchase of drugs for resale under the 340B discount program

Galion City Health Department ("Covered Entity") is eligible to purchase, for distribution to certain eligible patients, outpatient drugs at reduced prices pursuant to Section 340B of the Public Health Service Act (the "340B Program"). Covered Entity has entered into a Pharmacy Services Agreement with Avita Drugs as authorized under the 340B Program. Pursuant to the terms of the Pharmacy Services Agreement and as allowed by the 340B Program, Covered Entity purchases drug inventory from Cardinal Health and that drug inventory is shipped directly to Avita Drugs for sale by Avita to consumers. Under this agreement, Avita Drugs is responsible for all aspects of the sale to the end consumer, including, without limitation, collection and remittance of applicable sales taxes. Covered Entity is purchasing the drugs for resale and on that basis the purchase is tax-free from Cardinal Health. Please accept this letter and the resale certificate from Avita Drugs as evidence of the tax-free nature of the sale to the Covered Entity.

Covered Entity understands and acknowledges its obligation to ensure that tax is assessed, collected, and remitted at the time of the resale as required by the applicable jurisdiction.

Avita Drugs, the contract pharmacy, acknowledges its obligation to Covered Entity under the Pharmacy Services Agreement to assess, collect, and remit sales tax as required in each state or jurisdiction in which the pharmacy operates.

COVERED ENTITY		AVITA DRUGS	
Signature:	Andrea Barnes	Signature:	_____
Printed Name:	Andrea Barnes	Printed Name:	_____
Date:	5/21/21	Date:	_____
Title:	Interim Health Commissioner	Title:	_____

EXHIBIT E

Covered Entity Client
Letter of Participation

Reference is made to that certain Prime Vendor Agreement, as may be amended, modified, extended or replaced from time to time (the "**Agreement**"), by and between PMQ Group, LLC ("**Avita**"), and Cardinal Health 110, LLC and Cardinal Health 112, LLC ("**Cardinal Health**"). Capitalized terms not defined in this Letter of Participation ("**LOP**") shall have the meanings given them in the Agreement.

The undersigned is a 340B covered entity that has contracted with Avita, and the undersigned acknowledges that it desires to benefit directly from the Agreement and agrees to be bound by the terms and conditions of the Agreement applicable to a "Covered Entity Client" (as that term is defined in the Agreement), including without limitation, the obligation to purchase from Cardinal Health at least 95% of its Primary Requirements for any and all existing and future pharmacy locations, operated and/or managed by Avita, on its behalf, with respect to which the undersigned exercises control over the selection of wholesale pharmaceutical distributor, whether by ownership, contract or otherwise. The undersigned acknowledges and agrees that in addition to enjoying the benefit of all terms and conditions of a Covered Entity Client as set forth in the Agreement, the undersigned also shall be bound by all of the terms, conditions, commitments, duties and obligations of a Covered Entity Client, and all such terms are incorporated into this LOP by reference. The undersigned Covered Entity Client certifies, through an authorized representative, that the undersigned Covered Entity Client has received a redacted copy of the Prime Vendor Agreement, and has carefully read and fully understands the material terms of the Prime Vendor Agreement and the undersigned's and Cardinal Health's rights and responsibilities under the Prime Vendor Agreement. The undersigned Covered Entity Client certifies and agrees that, as part of the consideration for Cardinal Health to sell pharmaceuticals to the undersigned, the undersigned shall comply with the terms and conditions of the Agreement. The undersigned's participation under the Agreement is subject to execution and delivery of Cardinal Health's Credit Application and subsequent credit approval. A list of the undersigned's 340B contract pharmacy facilities, subject to the Agreement and this LOP, is attached to this LOP as **Attachment A**. Additional facilities may be added to Attachment A from time to time subject to the prior approval of Cardinal Health and the undersigned agrees to seek Cardinal Health's approval to add such additional facilities.

The undersigned Covered Entity Client represents, warrants and certifies that (i) it has all required governmental licenses, permits and approvals required to purchase, use and/or store (in pharmacy locations operated and/or managed on its behalf by Avita) the Merchandise, and (ii) all of its purchases hereunder are for its "own use" as such term is defined in judicial or legislative interpretation, and not for resale to anyone other than the end user. The undersigned shall execute the Compliance Representations and Warranties for Customers attached hereto as **Attachment B** and return it to the address indicated therein prior to purchasing any Merchandise under the Agreement.

All obligations hereunder shall be joint and several obligations of the undersigned and each of its subsidiaries, affiliates and related parties and any other entities it owns, manages or controls, whether now or hereafter existing. The undersigned Covered Entity Client and each of its subsidiaries, affiliates, related parties and any other entities that it owns, manages or controls, whether now or hereafter existing, hereby unconditional guaranty, jointly and severally, the payment and performance of all the undersigned's obligations hereunder.

The undersigned appoints Avita as its agent under the Agreement, and in such capacity Avita shall serve as the undersigned's agent for all purposes of administration of the Agreement and of communications with Cardinal Health pertaining to the Agreement. Cardinal Health shall be entitled to rely exclusively upon any communications it receives from Avita with respect to the Agreement. This LOP shall terminate immediately upon the undersigned's separation from Avita, and Cardinal Health shall have no responsibility to service the undersigned pursuant to the terms and conditions of the Agreement as of the date of such separation.

Covered Entity Client's initial payment term is 17.5 DSO- the Covered Entity Client will cause Cardinal Health to receive payment in full: (1) by not later than the twenty-fifth (25th) day of each calendar month of the amount due for all Merchandise delivered and services provided during the first fifteen (15) days of such calendar month, and (2) by not later than the tenth (10th) day of each calendar month, of the amount due for all Merchandise delivered and services provided during the period beginning on the sixteenth (16th) day of the preceding calendar month and ending on the last day of such preceding calendar month

Covered Entity Client's initial Cost of Goods is equal to Cardinal Health's Cost minus -1.25%.

This LOP may be executed in any number of counterparts, and each such counterpart hereof shall be deemed an original instrument, but all such counterparts together shall constitute one agreement. Neither party may disclose the terms and conditions of this LOP or the Agreement to a third party without prior written consent of the other, except as required by law or as necessary to perform its obligations under the Agreement. This LOP does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between the undersigned and Cardinal Health.

Taxes. The Covered Entity Client will pay when due any sales, use, excise, gross receipts, or value-added taxes, or other federal, state, or local taxes or other surcharges or assessments (other than any tax based on the net income of Cardinal Health or imposed upon inventory held by Cardinal Health in its warehouses) that Cardinal Health is at any time obligated to pay or collect based on, or in any way levied on, the sale of Merchandise under this Agreement, or the Merchandise or any services related thereto. In addition, the Covered Entity Client will be obligated to pay all interest or penalties assessed by reason of its failure to comply with its obligations under this Agreement. If Cardinal Health pays any amounts which the Covered Entity Client, as applicable is obligated to pay under this Section, then the Covered Entity Client will promptly reimburse Cardinal Health in an amount equal to the amount so paid by Cardinal Health.

Discounts and Rebates. If and to the extent any discount, credit, rebate or other purchase incentive is paid or applied by Cardinal Health with respect to the Merchandise purchased under the Agreement, such discount, credit, rebate or other purchase incentive shall constitute a "discount or other reduction in price," as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute (42 U.S.C. § 1320a 7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h)) on the applicable Merchandise purchased by the undersigned under the terms of the Agreement. The undersigned may have an obligation to accurately report, under any state or federal program which provides cost or charge based reimbursement for the products or services covered by the Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by the undersigned.

IN WITNESS WHEREOF, the undersigned have executed this LOP as of the dates set forth below, and this LOP shall take effect as of the later to occur of (i) the Effective Date; or (ii) the date on which both Cardinal Health and the undersigned have executed it.

[SIGNATURE PAGE FOLLOWS]

Covered Entity Client: Galion City Health Department
113 Harding Way East
Galion, OH 44833
By: Andrea Barnes

Name: Andrea Barnes

Title: Interim Health Commissioner

Date: 5/21/21

Cardinal Health 110, LLC
Cardinal Health 112, LLC

By: _____

Name: _____

Title: _____

Date: _____

For Cardinal Health internal use only: Covered Entity Client's estimated annual purchase volume: $0.00

ATTACHMENT A

Covered Entity Client 340B Ship To's

Covered Entity Name	Contract Pharmacy	Address	City	State	Zip
Galion City Health Department	Avita Drugs LLC (Baton Rouge)	5551 Corporate Blvd Suite 102	Baton Rouge	LA	70808
Galion City Health Department	Longs Drugs Lexington	1216 West Main Street	Lexington	SC	29072

ATTACHMENT B

Compliance Representations and Warranties for Customers
[Covered Entity Pharmacy]

Galion City Health Department ("**Customer**") represents and warrants that it:

1. will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration ("DEA"), the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all of the foregoing concerning the purchase, sale, dispensation, and distribution of controlled substances; and

2. will not dispense or sell controlled substances and/or listed chemicals if it suspects that a prescription or drug order is not issued for a legitimate medical purpose or the actions conducted on the part of the prescriber or Customer and its employees are not performed in the normal course of professional practice.

In addition, Customer warrants that it understands that Cardinal Health is required by DEA regulations and some state regulations to identify and report suspicious orders of controlled substances and listed chemicals to the DEA and some state regulatory authorities. Customer agrees to act in good faith in assisting Cardinal Health to fulfill its obligations. Additionally, Customer warrants and understands that Cardinal Health, in fulfillment of its regulatory obligations, will not fill an order for controlled substances, listed chemicals, or other products monitored by Cardinal Health that Cardinal Health has determined to be suspicious.

Customer acknowledges that Cardinal Health may provide a copy of this document to the DEA or any other state or federal regulatory agency or licensing board.

Customer hereby acknowledges and agrees that, notwithstanding any other provision herein, or any provision in any other agreement between Cardinal Health and the Customer, Cardinal Health may immediately suspend, terminate or limit the distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to the Customer at any time if Cardinal Health determines that such action is necessary to fulfil its legal or regulatory obligations.

Agreed to by a duly authorized officer, partner, or principal of Customer:

Signature: Andrea Barnes

Full Name (print): Andrea Barnes

Title: Interim Health Commissioner

Date: 5/21/21

AGENCY AGREEMENT

This Agency Agreement (the "Agreement") is made on February 12, 2021 (the "Effective Date") by and between Galion City Health Department, an Ohio corporation (the "Principal"), and Avita Drugs, LLC, a Louisiana limited liability company (the "Agent") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Principal is engaged in the business of providing healthcare and/or case management services; and

WHEREAS, the Principal operates Galion City Health Department, a Covered Entity located in Galion, OH eligible for the Sexually Transmitted Diseases (STD44833) program.; and

WHEREAS, the Agent currently provides 340B contract pharmacy services to Principal; and

WHEREAS, the Agent receives fair market value payment for the provision of such services to Principal;

WHEREAS, the Principal wishes to appoint the Agent as its agent to manage payment of the Principal's 340B drug wholesaler account with Cardinal Health, Inc. used in the bill-to/ship-to arrangement with Avita Drugs in order to ensure proper and timely replenishment of 340B inventory; and

WHEREAS, the Agent agrees to accept such appointment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and representations contained in this Agreement, the Parties hereby agree as follows:

1. PURPOSE; APPOINTMENT.

The Principal hereby appoints the Agent as its agent for the purpose of performing the duties listed in Exhibit A hereto (the "Duties") in such manner as the Principal may hereafter instruct. The Agent hereby accepts the appointment and agrees to perform the Duties and act as the Principal's agent in accordance with the terms and conditions of this Agreement and Exhibit A.

2. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise

terminated in accordance with the provisions of Section 10 of this Agreement, shall be for three (3) years, and for successive one (1) year periods thereafter, unless either Party gives written notice pursuant to Section 10 that the Agreement is to terminate.

As used in this Agreement, the word "Term" shall mean the full term of the Agreement, as it may be extended pursuant to this Section 2 or otherwise.

3. RESPONSIBILITIES; SCOPE OF AUTHORITY.

The Agent shall not represent itself as having any powers except those specified in this Agreement.

4. COMPENSATION.

The Agent is providing this service as a supplement to providing 340B administrative services to the Principal as described in Pharmacy Services Agreement between Principal and Agent.

5. RECORDS.

During the Term and for a period of seven years thereafter, the Agent shall maintain complete and accurate books and records with respect to the performance of its Duties hereunder, which books and records shall include (but not be limited to) copies of orders and confirmations thereof, invoices, invoice approvals, supporting documentation, shipping and payment records. The Principal shall have the right to inspect and/or obtain copies of the Agent's books and records with respect to the Agent's Duties or the performance thereof under this Agreement.

6. INSURANCE.

Each Party must maintain insurance or bonds in amounts and forms standard and adequate for the Party's business and agreeable to the other Party. Upon requesting Party's written request, non-requesting Party shall provide the requesting Party with proof of insurance. Each Party shall promptly notify the other in writing if the Party's insurance terminates, is cancelled, suspended, or changes materially, including but not limited to a change in the amount of insurance.

7. TERMINATION.

This Agreement may be terminated:

(a) By either Party on provision of ninety (90) days' prior written notice to the other Party, with or without cause;

(b) By either Party for a material breach of any provision of this Agreement by the non-breaching Party, if the breaching Party's material breach is not cured within sixty (60) days' of receipt of written notice thereof;

(c) By the Principal at any time and without prior notice, if the Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Principal, or is guilty of serious misconduct in connection with performance under this Agreement; or

(d) If and when the 340B Pharmacy Services Agreement terminates.

8. AMENDMENTS.

This Agreement may be amended only with the mutual written consent of the Parties.

9. PARTIES' REPRESENTATIONS AND WARRANTIES.

(a) The Parties hereby mutually represent and warrant that:

i. Authority. Each Party is a legally existing entity with the authority to enter into this Agreement.

ii. Compliance with Law. Each Party warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

(b) Principal represents and warrants that:

i. 340B Eligibility. Principal represents that it meets all 340B Program eligibility requirements and warrants that it will continue to do so for the duration of this Agreement. Principal is responsible for continuing compliance with all requirements of the 340B Program.

10. INDEMNIFICATION.

Each Party will indemnify, hold harmless, and defend the other Party from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement. The Agent will indemnify and hold harmless the Principal (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages, or costs (including reasonable attorneys' fees asserted or awarded against or incurred by the Principal as a result of any act, error, or omission of the Agent.

12. RELATIONSHIP OF PARTIES.

The Agent is an independent contractor and is not an employee of the Principal.

13. ASSIGNMENT.

Neither Party may assign this Agreement or any interest herein without the other Party's

express prior written consent.

14. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

15. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

16. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Principal:
Galion City Health Department
Attn: Sarah Miley
113 Harding Way East
Galion, OH 44833
email: sarah.miley@galionhealth.org

If to the Agent:
Avita Drugs
Attn.: Keith Fox
5551 Corporate Blvd, Suite 102
Baton Rouge, LA 70808
email: corporatenotices@avitadrugs.com

A copy of any such notice or communication may be provided via email as a convenience to the Parties, but email communications alone shall not constitute notice under this Agreement.

17. GOVERNING LAW.

This contract shall be governed and construed in accordance with the laws of Louisiana, excluding that State's choice of- law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Louisiana, excluding that State's choice-of-law principles.

18. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

19. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

20. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

21. HEADINGS.

The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PRINCIPAL Galion City Health Department

By: Andrea Barnes

Name: Andrea Barnes

Title: Interim Health Commissioner

AGENT Avita Drugs, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF AGENT'S DUTIES

Agent is authorized to manage the purchasing and payment of Principal's 340B account(s) with drug wholesaler (Cardinal Health, Inc.). Said account(s) are only those accounts naming the pharmacies of Agent as ship-to locations and Principal as the bill-to.

Managing said account(s) includes, but is not limited to the following activities:

1) Ordering drugs relating to replenishment of Principal's 340B program with Agent;
2) Paying invoices to drug wholesaler in a timely manner, with payment to be made within prescribed terms of each account;
3) Using funds to pay wholesaler account owned by Principal and generated by Principal during the course of Principal's 340B program with Agent;
4) Maintaining a ledger of funds generated and funds expended by Principal's 340B program with Agent relating to this agreement;
5) Maintaining all documentation of purchasing activity, including but not limited to drug quantities ordered, received and invoiced by drug wholesaler; and
6) Informing Principal in the event insufficient funds are available (on-hand) to satisfy full payment of invoice amount due by due date.