

Second **PHARMACY SERVICES AGREEMENT**

THIS Second **PHARMACY SERVICES AGREEMENT** (this "Agreement") dated 05/15/2023 , (the "Effective Date") between Galion City Health, whose billing/principal place of business is located at 113 Harding Way East, Galion, Ohio 44833 ("Covered Entity"), and **PMQ Group, LLC dba Avita, on behalf of its subsidiaries**, whose finance office is located at **10604 Coursey Blvd, Baton Rouge, LA 70816** (together, "Pharmacy") (Covered Entity and Pharmacy together referred to herein as the "Parties" or individually as a "Party").

WHEREAS, Covered Entity is a "covered entity" as defined in Section 340B of the Public Health Service Act ("Section 340B"), and, as such, is eligible to purchase, for use by Eligible Patients (as hereinafter defined), certain outpatient drugs at reduced prices pursuant to the 340B Drug Purchasing Program ("340B Drugs") from Covered Manufacturers (as hereinafter defined);

WHEREAS, Pharmacy has unique expertise in developing and operating specialty pharmacies and maximizing the benefits of the 340B Drug Purchasing Program; and

WHEREAS, Pharmacy will serve the Parent and Child sites (where applicable) of the Covered Entity as listed in/on HRSA's Office of Pharmacy Affairs Database/Website including but not limited to the following 340B ID(s):
STD44833

and at the Covered Entity site addresses listed on Exhibit A; and

WHEREAS, Covered Entity desires to engage Pharmacy to provide Contract Pharmacy Services (as hereinafter defined), and Pharmacy desires to accept such engagement, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the Parties hereby agree as follows:

A. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

- 1.1 "340B Drugs" has the meaning ascribed to it in the second recital above.
- 1.2 "340B Management Fee" has the meaning ascribed to it in Exhibit B.
- 1.3 "Agreement" has the meaning ascribed to it in the preamble above.
- 1.4 "Assistance Program" has the meaning ascribed to it in Section 2.6 below.
- 1.5 "Confidential Information" has the meaning ascribed to it in Section 6.2 below.

- 1.6 “Contract Pharmacy Services” has the meaning ascribed to it in Section 2.1 below.
- 1.7 “Covered Drugs” means the prescription drugs listed in the most recent Section 340B Drug Formulary published by DHHS, as updated from time-to-time, that are purchased by Covered Entity and delivered to Pharmacy pursuant to the 340B Drug Purchasing Program and this Agreement. The Parties agree that upon mutual agreement Covered Drugs may be added or removed from coverage under this Agreement.
- 1.8 “Covered Entity” has the meaning ascribed to it in the preamble above.
- 1.9 “Covered Manufacturer” means a drug manufacturer that has signed a drug purchasing agreement with DHHS.
- 1.10 “Damages” has the meaning ascribed to it in Section 7.2 below.
- 1.11 “DHHS” means the United States Department of Health and Human Services.
- 1.12 “Dispensing Fee” has the meaning ascribed to it in Exhibit B.
- 1.13 “Effective Date” has the meaning ascribed to it in the preamble above.
- 1.14 “Eligible Patient” means an individual meeting all of the following requirements: (i) Covered Entity has established a relationship with the individual such that Covered Entity maintains records of the individual’s health care; (ii) the individual receives health care services from a Qualified Provider; and (iii) the individual receives a health care service or range of services from Covered Entity that is consistent with the service or range of services for which grant funding or federally-qualified health center look-alike status has been provided to Covered Entity.
- 1.15 “HCFA 1500” means the Health Care Finance Administration form used to bill for reimbursement to Medicare.
- 1.16 “Indemnified Parties” has the meaning ascribed to it in Section 7.2 below.
- 1.17 “Indemnifying Party” has the meaning ascribed to it in Section 7.2 below.
- 1.18 “Initial Term” has the meaning ascribed to it in Section 5.1 below.
- 1.19 “NDC” means National Drug Code.
- 1.20 “Party” and “Parties” have the meanings ascribed to them in the preamble above.
- 1.21 “Pharmacy” has the meaning ascribed to it in the preamble above.
- 1.22 “Qualified Provider” means a health care professional who is either employed by

Covered Entity or provides health care under contractual or other arrangements (e.g., referral for consultation) such that responsibility for the care provided remains with Covered Entity.

1.23 “Renewal Term” has the meaning ascribed to it in Section 5.1 below.

1.24 “Rule Set Document” shall be any Rule Set Document in place now or in the future between Covered Entity and Avita Drugs, LLC.

1.25 “Section 340B” has the meaning ascribed to it in the second recital above.

1.26 “Standards” has the meaning ascribed to it in Section 6.1 below.

1.27 “Term” has the meaning ascribed to it in Section 5.1 below.

1.28 Unless otherwise defined herein, terms used in this Agreement, whether capitalized or not, shall be defined in a manner consistent with the meanings set forth at 42 U.S.C. § 256b, or as otherwise adopted through regulation or sub-regulatory guidance issued by DHHS.

B. CONTRACT PHARMACY SERVICES

2.1 Contract Pharmacy Services. Covered Entity hereby engages Pharmacy to provide outpatient contract pharmacy services on its behalf as an agent of Covered Entity for Eligible Patients and Qualified Providers acting on behalf of Eligible Patients with respect to Covered Drugs in accordance with this Agreement and applicable law (“Contract Pharmacy Services”).

2.2 Non-exclusive Provider. Covered Entity is free to engage other pharmacies to provide Contract Pharmacy Services on its behalf in accordance with applicable law.

2.3 Verification of Eligible Patient Status. Pharmacy will administer a Rule Set Document approved by Covered Entity for the determination of Eligible Patients. Covered Entity will furnish a complete and accurate list to Pharmacy of all Qualified Providers and other items outlined in the Rule Set Document and will update these items as needed to reflect any changes.

2.4 Cash or Uninsured Transactions. Prior to dispensing, Covered Entity will notify Pharmacy of patient 340B eligibility through an intake procedure such as a disposition, referral or enrollment form. The agreed process will be covered during development of the Rule Set Document.

2.5 Tracking System. The Parties to this Agreement understand that, pursuant to Section 340B, Covered Entity is liable to the manufacturer and/or drug wholesaler of 340B Drugs in an amount equal to the discount provided by Section 340B pricing in the event that a 340B Drug is sold or otherwise transferred to a person who is not an Eligible Patient. Pharmacy and Covered Entity shall establish and maintain a tracking system suitable to prevent the diversion of Covered Drugs to individuals who are not Eligible Patients. Prior to Pharmacy providing Contract

Pharmacy Services pursuant to this Agreement, Covered Entity shall have the opportunity, upon reasonable notice and during business hours, to examine the tracking system and may require Pharmacy to make any modifications to such system as Covered Entity may, in its reasonable discretion, require. Pharmacy shall permit Covered Entity and its duly authorized representatives to have reasonable access to Pharmacy's facilities and records during the Term of this Agreement in order to make periodic checks regarding the efficacy of such tracking system. Pharmacy agrees to make any and all reasonable adjustments to the tracking system that Covered Entity advises are reasonably necessary to prevent diversion of Covered Drugs to individuals who are not Eligible Patients.

2.6 Financial Assistance Program (Optional). In order to increase access to 340B Drugs and improve medication compliance for all Eligible Patients, Covered Entity may establish a medication Financial Assistance Program ("Assistance Program"). The Assistance Program would provide financial assistance to Eligible Patients to help offset copay costs for third party covered prescriptions and will be administered solely between Covered Entity and Pharmacy. The Assistance Program would be funded by Covered Entity from the net revenues (program income) received. Covered Entity and Pharmacy will notify Eligible Patients of the availability and advantages of this Program upon an unsolicited expression of financial need by the Eligible Patient.

C. PARTIES' OBLIGATIONS

3.1 General Duties. Covered Entity and Pharmacy shall perform the duties set forth in Exhibit A of this Agreement, which is incorporated herein by reference. Both Parties agree to timely communications and access to pertinent data and other resources in order for the Parties to fulfill all obligations of this Agreement in a professional and timely manner. Covered Entity shall provide Pharmacy with access to data including, but not limited to, patient demographics, payor information and medical records as necessary to provide the Contract Pharmacy Services. Pharmacy agrees to render the Contract Pharmacy Services in accordance with the professional standards applicable to pharmacy services and in accordance with rules and regulations of the State Boards of Pharmacy. If an issue arises in Pharmacy's performance of the Contract Pharmacy Services, Covered Entity will notify Pharmacy. Formal meetings with other Avita staff, including account managers and executive leadership, will occur when specific concerns need to be addressed and resolved and/or on an as-needed basis.

3.2 Prohibited Prescriptions. Neither Covered Entity nor Pharmacy will use Covered Drugs (i) to dispense prescriptions paid for by traditional Medicaid, unless allowed by Medicaid, or (ii) to dispense prescriptions paid for by any other payor where prohibited.

3.3 Licensure. Throughout the Term of this Agreement, both Parties, their employees and agents, shall maintain any license, permit, certification and/or registration required by state or federal law to operate their pharmacy business or to perform other responsibilities as contained in this Agreement and will provide copies of such licensure or other relevant documentation upon request of the other Party.

3.4 Patient Choice. Covered Entity understands and agrees that Eligible Patients may elect not to use Pharmacy for pharmacy services. Covered Entity shall inform each Eligible Patient of his or her ability to independently choose a pharmacy and shall not in any way infer that use of Pharmacy is required. In the event that an Eligible Patient elects not to use Pharmacy, the Eligible Patient may obtain the prescription from the pharmacy provider of his or her choice. Subject to an Eligible Patient's freedom to choose a provider of pharmacy services, Covered Entity will inform Eligible Patients of those situations when they are eligible for a discount on Covered Drugs and advise them that such discount may be obtained only at Pharmacy.

3.5 Prohibition on Resale or Transfer. Neither Party will resell or transfer a 340B Drug to an individual who is not an Eligible Patient. Pharmacy agrees that, in the event of transfer, diversion, or resale of a 340B Drug by Pharmacy in violation of this Agreement, it will pay Covered Entity an amount equal to the Section 340B discount Covered Entity received from the manufacturer. Such payment will be remitted by the Covered Entity to the appropriate manufacturer. Notwithstanding the foregoing, Pharmacy shall have no liability with respect to dispenses and/or replenishment of Covered Drugs to individuals who are not Eligible Patients if such dispenses and/or replenishments are performed in accordance with Section 2.3 hereof.

D. COMPENSATION

4.1 Payment for Services. Covered Entity agrees to pay Pharmacy for the Contract Pharmacy Services provided hereunder in accordance with Exhibit B of this Agreement, which is incorporated herein by reference.

4.2 No Inducement. Covered Entity and Pharmacy have freely negotiated the payment terms provided herein and neither has offered nor received any inducement or other consideration from the other Party for entering into this Agreement. The compensation to be paid to Pharmacy is consistent with fair market value in arms-length transactions for Contract Pharmacy Services and is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under traditional Medicaid or other state or federal health care programs.

E. TERM AND TERMINATION

5.1 Term. This Agreement shall commence as of the Effective Date listed in the preamble and shall continue in effect for a period of sixty (60) months (the "initial term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional consecutive terms of Twelve (12) months each (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either Party gives at least Ninety (90) days' written notice of its intent not to renew this Agreement.

5.2 Termination. This Agreement may be terminated as follows:

I. by mutual written agreement of the Parties; or

II. by either Party, effective upon written notice to the other party, if the other party materially breaches this Agreement and does not cure such breach within thirty (30) days after receipt of written notice specifying such breach. Either Party knowingly causing the dispensing of a 340B Drug to an individual who is not an Eligible Patient or any other knowing diversion of a 340B Drug shall be deemed to be a material breach.

5.3 Termination Due to Change in Law. The Parties agree that in the event legislation is enacted, regulations are promulgated, official guidance from the state or federal government is provided, and/or a decision of a court is rendered that affects, or may affect, in the opinion of Covered Entity's and/or Pharmacy's legal counsel, the legality of this Agreement or adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder, then within sixty (60) days following delivery of written notice by a Party, the Parties will negotiate in good faith an amendment to this Agreement or a substitute agreement that will carry out the original intent of the Parties to the extent possible in light of such legislation, regulation, guidance or decision. In the event that the Parties cannot reach agreement within sixty (60) days following the notice provided in this Section, then this Agreement shall immediately terminate upon written notice of termination from Covered Entity or Pharmacy.

5.4 Return of Records. In the event of termination of this Agreement, and upon the written request of Covered Entity, Pharmacy will provide Covered Entity with copies of all records and materials in its possession related to Covered Entity or Eligible Patients. Pharmacy shall be entitled to retain any and all records and materials as maintained by Pharmacy in its normal course of business.

5.5 Close out Process. In the event of termination of this Agreement, Covered Entity and Pharmacy will true up all outstanding replenishments, partials, and payments through a net transaction settlement to covered entity within sixty (60) days. In the event Covered Entity loses its 340B status, Covered Entity must notify Pharmacy immediately to ensure the close out process is completed prior to the termination date of 340B eligibility. In the event Covered Entity and Pharmacy are unable to perform a close out process prior to 340B termination date, Covered Entity is subject to forfeiture of all remaining settlements and all replenishments, including partial bottles, at retail cost.

F. CONFIDENTIAL INFORMATION

6.1 Patient Identifying Information. Covered Entity and Pharmacy agree to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and implementing regulations promulgated or to be promulgated by the Secretary of Health and Human Services, (collectively, the "Standards") on and after the applicable effective dates

specified in the Standards. All medical information and data concerning specific patients, including, but not limited to, the identity of the patients, derived from the business relationship set forth in this Agreement shall be treated and maintained in accordance with applicable Standards by both Parties to this Agreement and shall not be released, disclosed, or published to either Party other than as required or permitted under applicable laws.

6.2 Business and Financial Information. The Parties acknowledge and agree that during their association with each other they will be brought into contact with each other's confidential methods of operations, pricing policies, marketing strategies, trade secrets, knowledge, techniques, data and other information about their operations and business of a confidential nature ("Confidential Information") and that such Confidential Information has a special and unique value to each Party. Therefore, neither Party will in any manner, directly or indirectly, disclose or divulge to any person or other entity whatsoever, or use for its own benefit or for the benefit of any other person or entity whatsoever, any of such Confidential Information except as is required for a Party to meet its obligations under this Agreement. Upon the expiration or termination of this Agreement for any reason and upon written request by either Party, both Parties shall, where feasible, promptly return to the other or destroy any and all such Confidential Information in its possession or control. Such Confidential Information may be retained as reasonably necessary to support any Contract Pharmacy Services provided pursuant to this Agreement. For purposes of clarity, information generated by Pharmacy while dispensing Covered Drugs to Eligible Patients shall be the confidential information of Pharmacy.

G. INSURANCE AND INDEMNIFICATION

7.1 Insurance. Each Party shall maintain, at its sole cost and expense, during the Term of this Agreement: (i) professional liability coverage for losses arising out of the acts or omissions of such Party or its employees in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (ii) commercial general liability coverage for losses arising out of the acts or omissions of such Party in the minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; and (iii) workers' compensation coverage for its employees. In the event either Party provides professional liability coverage on a claims-made basis, then such Party shall, after the expiration or termination of this Agreement for any reason, maintain professional liability coverage for professional liability resulting from acts or omissions of such Party or such Party's employees occurring while this Agreement was in effect.

7.2 Indemnification. Each Party (the "Indemnifying Party") shall indemnify, defend and hold the other Party, its officers, shareholders, members, managers, and employees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities, losses, claims, lawsuits, costs, damages or expenses whatsoever (including reasonable attorneys' fees and defense costs) (collectively, "Damages") arising out of, incident to or in any manner occasioned by the performance or nonperformance of any duty, responsibility or obligation arising under this Agreement by the Indemnifying Party, or any of its officers, members, employees, agents, contractors, or subcontractors, provided that such indemnification and hold harmless shall not apply to the extent such Damages are attributable to the negligence, intentional misconduct, or breach of this Agreement by the Indemnified Parties; and provided further that Pharmacy shall

have no duty to indemnify, defend or hold harmless Covered Entity for Damages arising out of, incident to or in any manner occasioned by (i) Covered Entity's provision of a prescription for Covered Drugs to an individual who is not an Eligible Patient or other inappropriate diversion of Covered Drugs by Covered Entity; or (ii) Pharmacy's dispense of Covered Drugs to an individual who is not an Eligible Patient provided such dispense is performed in accordance with Section 2.3 hereof.

H. AUDITS

8.1 By Secretary or Covered Manufacturers. The Parties understand and agree that they are subject to audit by the Secretary of DHHS and Covered Manufacturers. Covered Entity and Pharmacy agree to cooperate with such audits by retaining auditable records of Covered Drug transactions sufficient to demonstrate compliance. The Parties agree to make available to the Secretary of DHHS and Covered Manufacturers any books, documents, and records in their control relating to the furnishing of Covered Drugs and to comply with applicable provisions of audit guidelines and amendments thereto that may be published from time to time.

8.2 By Covered Entity. Pharmacy agrees to make available to Covered Entity during Pharmacy's normal business hours all necessary books, records, policies and procedures, and patient information, pertinent to this Agreement, upon at least twenty (20) days' written notice should Covered Entity desire to conduct an audit of the activities of Pharmacy as they relate to this Agreement. Covered Entity will contract with an external audit firm to perform an external review and audit for quality assurance of 340B program performance, including contract review. Pharmacy agrees to comply with all reasonable corrective actions recommended by Covered Entity.

I. MISCELLANEOUS

9.1 Independent Contractor. It is expressly understood and agreed that Pharmacy is an independent contractor of Covered Entity. Nothing contained in this Agreement shall be construed to create any joint venture or other form of joint enterprise, partnership, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. In no event shall either Party be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement.

9.2 Publicity. The Parties will cooperate to create appropriate public and promotional announcements or press releases relating to the relationship set forth in this Agreement. All public announcements by one Party which mention the other Party, shall be subject to prior disclosure, review, and approval by the other Party. The Party intending to make such public pronouncement must receive written consent from the other Party with respect to such disclosure, which shall not be unreasonably withheld or delayed. A failure to respond within five (5) business days may be considered an approval. However, in no case may either Party disclose Confidential Information, as defined herein, in any many that conflates with the terms defining permitted disclosures as stated in this Agreement. The Parties shall be entitled, without prior consultation with or approval of the other Party, to make any press release or other public disclosure with respect to their relationship that is required by applicable law and/or regulation.

9.3 Non-Solicitation. Covered Entity recognizes that Pharmacy has valuable employment or contractual relationship with its employees, officers, and independent contractors, and Covered Entity agrees not to interfere with, disrupt, hinder, interrupt or cause harm to, those relationships. Covered Entity (and any of its respective affiliates, subsidiaries, and successors in interest) shall not, during the Term of this Agreement (as may be extended) and for one (1) year thereafter, directly or indirectly call on, solicit, employ, hire, contract with or take away, or attempt to call on, solicit, employ, hire, contract with or take away any employee, independent contractor, per diem employee, or officer of the Pharmacy. This prohibition shall apply whether such actions are taken by the Covered Entity or its agents directly or as the agent or representative of another person or entity. Pharmacy retains the right to waive this prohibition, in part or in full, upon a reasonable demand by Covered Entity in the sole discretion of Pharmacy.

9.4 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon delivery, when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section).

To Covered Entity: Galion City Health
113 Harding Way East
Galion, OH 44833
ATTN: Jason McBride
EMAIL: jason.mcbride@galionhealth.org

To Pharmacy: Avita Drugs, LLC
ATTN: Corporate Counsel
10604 Coursey Blvd
Baton Rouge, LA 70816
Telephone: 803-978-9068

9.5 Assignment. Neither Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other Party.

9.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9.7 Entire Agreement. This Agreement contains the complete, full and exclusive understanding of Covered Entity and Pharmacy with respect to the subject matter herein and supersedes any and all other oral or written agreements between the Parties hereto with respect to this subject matter.

9.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9.9 Amendment Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.10 Survival. Sections 5.4, F, G, H and I of this Agreement shall survive the termination or expiration of the Agreement regardless of the reason for such termination or expiration.

9.11 Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Texas.

9.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.13 Compliance with Law. The parties shall comply with all applicable provisions of federal, state, local and other laws, ordinances and government rules and regulations, including without limitation, the Medicare and Medicaid Anti-Fraud and Abuse or Anti-Kickback Amendments to the Social Security Act (presently codified in Section 1128B(6) of the Social Security Act), the Stark Statutes codified at Section 1877 of the Social Security Act and the regulations promulgated thereunder, Section 340B, and any other laws similar to the foregoing.

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

Covered Entity:

Galion City Health

By: Jason McBride

Name: Jason McBride

Title: Health Commissioner

Pharmacy:

PMQ GROUP, LLC dba AVITA

By: _____

Name: _____

Title: _____

EXHIBIT A - PHARMACY SERVICES

A. Covered Entity Site Information. Contract Pharmacy will provide Pharmacy Services as outlined in the agreement for the following Covered Entity site(s):

1.1	ID:	STD44833
	Name:	Galion City Health Department
1.2	ID:	
	Name:	
1.3	ID:	
	Name:	
1.4	ID:	
	Name:	
1.5	ID:	
	Name:	
1.6	ID:	
	Name:	
1.7	ID:	
	Name:	
1.8	ID:	
	Name:	
1.9	ID:	
	Name:	
1.10	ID:	
	Name:	

B. Pharmacy Service Locations. Contract Pharmacy Services provided by Pharmacy pursuant to this Agreement will be provided at the following locations and any affiliate OR ANY NEWLY OPENED OR RELOCATED LOCATIONS:

- 1.1 Avita Drugs, LLC d/b/a Avita Pharmacy 1040
5551 Corporate Blvd, Suite 102, Baton Rouge, LA 70808
- 1.2 Long's Drugs of Lexington, South Carolina, Inc. d/b/a Avita Pharmacy 1051
1216 W. Main St., Suite D, Lexington, SC 29072
- 1.3 PharmBlue LLC d/b/a Avita Pharmacy 1059; 40 Pennwood Place,
Suite 300, Warrendale, PA 15086
- 1.4
- 1.5
- 1.6
- 1.7
- 1.8
- 1.9
- 1.10

C. Contract Pharmacy Services. In consideration for the 340B Management Fee outlined in Exhibit B, Pharmacy shall provide the following services as part of the Contract Pharmacy Services provided hereunder:

- i. Dispense Covered Drugs to Eligible Patients on behalf of Covered Entity in accordance with this Agreement and all applicable state and federal statutes and regulations.
- ii. Perform billing and collections functions to the associated third-party payors on behalf of Covered Entity and perform accurate financial reporting to Covered Entity on a monthly basis.
- iii. Pharmacy agrees to attempt to collect copays, co-insurance or deductibles from Eligible Patients. Pharmacy will assist Covered Entity with coordinating copay and deductible payments from Assistance Programs, as necessary and when able, and inform Covered Entity which such Assistance Programs are applicable.
- iv. Perform billing and collections functions to the associated third-party payors on behalf of Covered Entity and perform accurate financial reporting to Covered Entity on a monthly basis.
- v. Receive Covered Entity's drug inventory purchased and dispensed under the 340B Program and provide an accounting of such, as needed, to Covered Entity. Maintain an accurate inventory tracking system for all Covered Drugs, with the ability to report costs to Covered Entity at the end of each month.
- vi. Maintain all records and reports required under this Agreement, Section 340B, and any applicable federal and state law and regulations. Such records shall be retained for not less than five (5) years after the termination or expiration of this Agreement and shall be available for inspection as permitted by law and this Agreement.
- vii. Maintain Eligible Patient drug profiles. Perform adherence monitoring and drug utilization review for Eligible Patients.
- viii. Assist in the maintenance of Covered Entity's formulary, including providing drug-related information services to Covered Entity clinical personnel, and consulting with Covered Entity on the purchase of Covered Drugs.
- ix. Counsel and advise Eligible Patients on behalf of Covered Entity consistent with the rules, limitations, and privileges incident to the pharmacy-patient relationship.
- x. Provide a mechanism for Eligible Patients to dispose of medical waste products.

- xi. Make available to the Covered Entity at Pharmacy's discretion, an Insurance Consultant to assist with patient eligibility and authorization requirements.
- xii. Create and distribute co-branded marketing materials mutually agreeable to the Parties; and provide generic sample marketing materials for Covered Entity's consideration and implementation.

D. Purchase and Replenishment of Covered Drugs.

- i. Pharmacy will administer Covered Entity's purchasing under Section 340B pricing for all Eligible Patients on behalf of Covered Entity.
- ii. Pharmacy will monitor its inventory to maintain sufficient supplies of drugs.
- iii. Pharmacy will perform a monthly accounting of Covered Drugs dispensed to Eligible Patients to Covered Drugs replenished on an NDC to NDC basis and forward those reports to Covered Entity in a timely manner. The monthly reports from Pharmacy shall include, at a minimum, patient name, date filled, prescription number, drug name, drug NDC, quantity, prescriber name, prescriber address, dispensing fee, tax, subtotal, 340B cost, Payer, payer adjudicated charges. Covered Entity will review the settlement and dispensing reports and perform a monthly audit to ensure 340B compliance.
- iv. Pharmacy will place replenishment wholesale orders on behalf of Covered Entity using authorized drug wholesaler accounts of Covered Entity on a scheduled basis as per Pharmacy's need (daily, weekly, bi-monthly, or monthly).
- v. Unless indicated by the check mark below, Covered Entity will be responsible for directly paying the designated drug wholesaler for all purchases made on their accounts for Covered Drugs delivered to Pharmacy for dispensing to Eligible Patients, including Covered Drugs acquired in special purchases such as "buy forward" or "penny buy" arrangements. If elected, Pharmacy, as an agent of Covered Entity, may make payments to wholesaler for such Covered Drugs product using Covered Entity funds. Covered Entity shall enter into a "ship to, bill to" arrangement with its wholesaler and cause all shipments to be made directly to the Pharmacy. Title to Covered Drugs shall pass to Pharmacy under the "ship to, bill to" arrangement upon receipt by Pharmacy. Covered Entity shall assume responsibility for establishing all pricing for 340B Drugs. Covered Entity has adopted Pharmacy payor contract pricing for the 340B Program administered hereunder.

- ☐ Covered Entity will directly pay wholesaler(s) for orders of Covered Drugs
- ☒ Pharmacy, under agency, will make payments and place orders for Covered Drugs on behalf of Covered Entity using Covered Entity funds

- vi. Notwithstanding the foregoing, Pharmacy shall be liable for and assume all risk of any loss of or damage to drug inventory while in the possession of Pharmacy, other than loss or damage caused by Covered Entity, shipper or wholesaler. Pharmacy shall inspect inventory upon receipt and shall report damaged, missing or improperly delivered goods to wholesaler on behalf of Covered Entity. Pharmacy shall not be liable for any such reported damaged, missing or improperly delivered goods.
- vii. If a complete unit-of-use has not been dispensed within one hundred eighty days (180) of the original date dispensed or if an item dispensed is no longer available for replenishment with an identical NDC numbered drug, Pharmacy will bill Covered Entity the current Pharmacy wholesale drug cost of such drugs dispensed. There will not be an additional dispensing fee charged.
- viii. Should this Agreement expire or be terminated for any reason, Pharmacy will invoice Covered Entity the current Pharmacy wholesale drug cost for any residual non-replenished Covered Drugs with no additional dispensing fee. Such wholesale costs will be settled by a payment from Covered Entity to Pharmacy at Pharmacy's wholesale cost of the drugs at the time of purchase, invoiced to Covered Entity and paid by Covered Entity to Pharmacy within ten (10) days of receipt of invoice.

EXHIBIT B – COMPENSATION

1. The following definitions shall apply for this Exhibit:

- a. “Total Adjudicated Charges” for the Contract Pharmacy Services 340B Program are defined as the total amount to be paid for all Eligible Patient prescriptions adjudicated online or submitted via HCFA 1500 or Universal Claim Form, including, but not limited to, prescriptions billed to third party, deductibles, co-insurances and co- payment amounts received from patients, the Assistance Program, and/or third party.
- b. “Total Non-Capped Adjudicated Charges” are defined as the Total Adjudicated Charges for all prescriptions except Capped Prescriptions.
- c. “Reimbursement Adjustments” are any adjustments made by a third-party payor to the Total Adjudicated Charges including, but not limited to adjustments made by payors for retroactively charged fees, DIR fees, network rebates, or recoupments.
- d. “Total Adjusted Adjudicated Charges” means Total Adjudicated Charges minus known and anticipated Reimbursement Adjustments.

2. As compensation for the Contract Pharmacy Services, Covered Entity will pay Pharmacy a 340B Management Fee as outlined below:

- a. The 340B Management Fee, as defined in this section, for any given dispensing shall not be less than Fifteen Dollars (\$15) and shall not exceed Two Thousand Five Hundred Dollars (\$2,500). The prescriptions with fees capped are hereafter referred to as “Capped Prescriptions.”

b. Dispenses for Eligible Patients Participating in Select Covered Entity Access Programs

Covered Entity may offer select patients who are facing access or health insurance coverage affordability programs the option to enroll in Covered Entity-funded health insurance options. Specifically, this includes health insurance plans offered through the federal or state health insurance marketplaces offered under the Affordable Care Act. Covered Entities may engage with select Third-Parties to facilitate this enrollment and fund patient premium costs using 340B proceeds when allowed by law, regulation and/or grant language.

To offset and minimize the financial impact to Covered Entities who elect to offer and help patients by enrolling them in these access and affordability programs and paying the patient premiums on their behalf by using the Covered Entity’s 340B Proceeds, Avita may cap the 340B Management Fee for select dispenses for patients actively enrolled in such programs (Capped Prescriptions). Only Eligible Patients and Eligible Dispenses using select 340B Drugs will be eligible for a capped fee under this program.

- i. Eligible Dispenses:
To be eligible, a dispensing must be of one of the following 340B Drugs:
 - o Tier I
 - Descovy
 - Truvada
 - ii. Capped 340B Management Fee:
The 340B Management Fee for Eligible Dispenses to Eligible Patients shall be:
 - a. For dispenses of Tier I Eligible Dispenses, \$225
 - c. **For All Other Prescriptions, the applicable 340B Management Fee shall be:**
 - i. The applicable fee is applied based on the dollar value of Total Non-Capped Adjudicated Charges.
 - ii. The 340B Management Fee shall be sixteen percent (16 %) of Total Adjusted Adjudicated Charges in the current period.
 - d. **Prescriptions written for PrEP by Telemedicine Providers (“TelePrEP”):**
 - i. TelePrEP Prescriptions will not be subject to the set percentage structure outlined in subsection c. The total adjusted non-capped adjudicated charges of TelePrEP prescriptions will be subject to a Twelve Percent (“12%”) 340B Management fee.
 - e. Insured prescriptions resulting in negative net proceeds are removed from the program to maximize cost savings benefits.
 - f. A “Dispensing Fee” equal to fifteen Dollars (\$ 15) per prescription will apply for prescriptions dispensed to Eligible Patients who have no third-party coverage (such as Medicare or private insurance).
3. Within twenty (20) business days after the end of each month, the Pharmacy shall provide Covered Entity with a settlement report/summary detailing the Total Adjusted Adjudicated Charges, the 340B Management Fee, and any Dispensing Fees owed for the prior month, along with estimated amounts needed for payment to the wholesalers for 340B Drug replenishment.
4. The Pharmacy shall remit the net amount of Total Adjudicated Charges minus earned fees (340B Management Fee plus Dispensing Fees) minus copays minus any drug cost to be replenished by check or bank transfer to Covered Entity either (i) concurrently with the provision of the settlement report/summary described above, or (ii) within twenty-four (24) business hours once pharmacy has received replenishment drug order.
5. The pharmacy will remit the drug cost to the Covered Entity no later than forty-eight (48) business hours before the drug replenishment invoices are due for payment to wholesaler via check or bank transfer.



**BUSINESS ASSOCIATE PRIVACY, SECURITY, AND
HITECH ADDENDUM TO THE SERVICES AGREEMENT**

This Business Associate Privacy, Security, and HITECH Addendum (this "Addendum") is made and entered into on the "Effective Date" of the associated Pharmacy Services Agreement by and between Galion City Health ("Covered Entity") and PMQ Group, LLC dba Avita, on behalf of its subsidiaries, ("Business Associate") (each a "Party" and collectively the "Parties").

WHEREAS, Covered Entity and Business Associate have entered into a Pharmacy Services Agreement dated as of the effective date as defined therein that potentially involves the access to/management of and/or disclosure of Protected Health Information to Business Associate (the "Agreement" or "Service Agreement");

WHEREAS, pursuant to the Services Agreement, Business Associate provides certain services to Covered Entity, including services requiring Business Associate to have access to PHI (as defined below);

WHEREAS, although Business Associate itself is a "covered entity" pharmacy provider, the services provided by Business Associate to Covered Entity potentially may cause Business Associate to be considered a "business associate" as these terms are defined and governed by the Health Insurance Portability and Accountability Act of 1996 ("the HIPAA Act"), as amended by the Health Information Technology for Economic and Clinical Health Act under the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, (the "HITECH Act") and these Acts' implementing regulations found at 45 C.F.R. Parts 160, 162 and 164, as may be amended from time to time and the regulations commonly known as the "Enforcement Rule" found at 68 Fed. Reg. 18895 and 71 Fed. Reg. 8390, as may be amended from time to time (All statutes and regulations referenced in this Whereas clause shall be collectively referred to herein as "HIPAA" for ease of reference.); and

WHEREAS, Covered Entity and Business Associate desire to modify the Agreement to include certain provisions required by HIPAA for business associate relationships.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and the provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this Addendum, the Parties agree as follows:

1. **Definitions.** For purposes of this Addendum, the terms below shall have the meanings given to them in this Section.
 - a. **Effective Date** means the effective date of the underlying Services Agreement.

- b. **Breach of Unsecured PHI** shall have the meaning given to the terms "Breach" and "Unsecured Protected Health Information" in 45 C.F.R. § 164.402.
- c. **Covered entity** (when not capitalized) shall have the meaning given to that term in 45 C.F.R. § 160.103.
- d. **Data Aggregation** have the meaning given to that term in the HIPAA Privacy Rule at 45 C.F.R. § 164.501.
- e. **Designated Record Set** shall mean a group of records maintained by or for Covered Entity in Business Associate's role as a "business associate" of Covered Entity that: (a) consists of medical records and billing records about individuals maintained by or for Covered Entity; (b) consists of the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) consists of records used, in whole or part, by or for Covered Entity to make decisions about individuals. As used herein, the term "record" shall mean any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for a health care provider. The meaning of Designated Record Set in this Addendum shall be consistent with the meaning given to that term at 45 C.F.R. § 164.501.
- f. **De-Identify** shall mean to alter the PHI such that the resulting information meets the requirements described in 45 C.F.R. § 164.514(a) and (b).
- g. **Effective Date** means the effective date of the Agreement.
- h. **Electronic Protected Health Information or Electronic PHI** means Protected Health Information that is transmitted by or maintained in electronic media.
- i. **Enforcement Rule** shall mean the regulations and applicable subparts found at 45 C.F.R. Part 160.
- j. **Health Care Operations** shall have the meaning given to that term at 45 C.F.R. § 164.501.
- k. **HHS** shall mean the U.S. Department of Health and Human Services.
- l. **HIPAA Privacy Rule** shall mean the regulations and applicable subparts found at 45 C.F.R. Part 160 and 164.
- m. **HIPAA Security Rule** shall mean the regulations and applicable subparts found at 45 C.F.R. Parts 160 and 164.

- n. **Protected Health Information or PHI** shall mean information created, transmitted, or maintained in any form or medium on behalf of Covered Entity by Business Associate, including demographic information collected from an individual, that –
- i. is created or received by a health care provider, health plan, employer, or healthcare clearinghouse; and
 - ii. relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (a) identifies the individual or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

The meaning of Protected Health Information or PHI in this Addendum shall be consistent with the meaning given to that term in the HIPAA Privacy Rule.

- o. **Security Incident** means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- p. **Subcontractor** means a person to whom Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of Business Associate.

The terms used in this Addendum that are not otherwise defined shall have the meaning assigned to those terms in HIPAA and its corresponding guidance(s). To the extent HIPAA is amended, this Addendum shall be modified automatically (with regard to the Addendum's defined terms and undefined terms) to correspond to the meaning of terms as defined and amended in HIPAA.

2. **Use and Disclosure of PHI.** Business Associate agrees that it shall –

- a. Not use or disclose PHI other than as permitted or required by the Agreement, the Addendum, in Business Entity's capacity as an "agent" of Covered Entity, or as Required by Law or as allowed by law.
- b. Use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI, other than as provided for by the Agreement or this Addendum and/or as Required by Law or as allowed by law.

- c. Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement or Addendum of which it becomes aware, including Breaches of Unsecured PHI as required at 45 C.F.R. § 164.410, and any Security Incident involving PHI of which it becomes aware. Covered Entity shall be solely responsible for the provision of notifications to individuals of Breaches of Unsecured PHI or as otherwise Required by Law.
- d. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to substantially the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI.
- e. Furnish Covered Entity with PHI maintained by Business Associate in a Designated Record Set (if any) within fifteen (15) calendar days of the request by Covered Entity to allow Covered Entity to respond to individual pursuant to 45 C.F.R. § 164.524 (access requirements). In the event any individual requests access to the individual's PHI directly from Business Associate, Business Associate within fifteen (15) business days of request, shall forward such request to Covered Entity. Business Associate shall not respond to the individual's request, unless Required by Law. The decision to disclose PHI requested by an individual or a personal representative shall be the sole responsibility of the Covered Entity.
- f. Amend PHI about an individual in a Designated Record Set (if any) that is maintained by Business Associate on behalf of Covered Entity if directed by Covered Entity in order to allow Covered Entity to comply with 45 C.F.R. § 164.526. In the event any individual requests that Business Associate amend such individual's PHI in a Designated Record Set (if any), Business Associate, shall forward such request to Covered Entity. Business Associate shall not respond to the individual's request, unless Required by Law. Any amendment of, or decision not to amend, the PHI as requested by an individual shall be determined by Covered Entity.
- g. Make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures pursuant to 45 C.F.R. § 164.528. In the event an individual requests an accounting directly from Business Associate, Business Associate shall forward such request to Covered Entity. Business Associate shall not respond to the individual's request, unless Required by Law. Any amendment of, or decision not to amend, the PHI as requested by an individual shall be determined by Covered Entity.
- h. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA as Required by Law, unless such materials are privileged under law.

3. **Permitted Uses and Disclosures by Business Associate**

- a. Business Associate may use or disclose PHI as Required by Law and as allowed by law. Business Associate may also use and disclose and may create, receive, maintain, and transmit PHI as necessary to perform its obligations under the underlying Services Agreement and as allowed by this Addendum, or where reasonably acting as an agent of the Covered Entity.
- b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with minimum necessary requirements of the 45 C.F.R. § 164.502(b) and/or the HIPAA Privacy Rule.
- c. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- e. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- f. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- g. Business Associate is authorized to use PHI to de-identify the PHI in accordance with 45 C.F.R. § 164.514(a)-(c) and 45 C.F.R. § 164.502(d) and is permitted to use and/or disclose the de-identified data as, regardless of whether such de-identified data is to be used by Covered Entity, so long as the code or other means of re-identification of the data is not also disclosed.
- h. Business Associate is authorized to use PHI to create a limited data set that meets the requirements of 45 C.F.R. § 164.514(e) (2) whether or not the limited data set

is to be used by Covered Entity as noted in 45 C.F.R. § 164.514(e)(3)(ii) and is authorized to disclose PHI for the purposes of research, public health, and health care operations.

- i. Covered Entity, or stored, created or received by Business Associate on behalf of Covered Entity at Covered Entity's cost, as provided below.

Parties acknowledge that Business Associate also acts as a "covered entity" under HIPAA, and as such, may provide treatment to Covered Entity's patients either in its capacity as Business Associate of Covered Entity or directly as a covered entity pharmacy. As such, Parties acknowledge that it may not be possible to segregate patient information and/or determine conclusively in which capacity Business Associate is acting for a given episode of service. Parties acknowledge it may be infeasible or impossible for PHI to be returned to Covered Entity upon termination of Addendum or Agreement.

Therefore, Business Associate shall return or destroy PHI upon termination, only if deemed feasible or advisable by Business Associate. Return or destruction will not be required where Business Associate is required to maintain originals or facsimiles of such records in order to comply with local, state, federal or other contractual, legal, or regulatory obligations related to the Services Business Associate provides for or as an agent of Covered Entity. Such situations will be considered situations in which returning or destroying the PHI is infeasible/inadvisable. In the event that Business Associate determines in its sole discretion that returning or destroying the PHI is infeasible/inadvisable, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, and Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to only those allowed by law, for so long as Business Associate maintains such PHI.

If PHI is returned, Business Associate shall retain no copies of the PHI, except that Business Associate may retain PHI which is necessary for Business Associate to continue its proper management and administration as outlined above and elsewhere herein.

Business Associate agrees to continue to use appropriate safeguards and comply with HIPAA to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains PHI.

- j. **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement and the underlying Services Agreement.

4. **Miscellaneous**

- a. **Regulatory References.** A reference in this Agreement to HIPAA means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA and any other applicable law.
- c. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- d. **Effect of Addendum.** To the extent the Parties have previously entered into a business associate relationship relative to Service Agreement and such relationship still exists in any manner through a stand-alone business associate agreement, business associate terms/provisions/sections incorporated into the Agreement, a business associate amendment/addendum/appendix, surviving termination obligations or any other contracting mechanism that obligated Business Associate as a business associate (collectively referred to as "BA Terms"), this Addendum hereby supersedes, updates and replaces any such BA Terms or business associate obligations.

This Addendum is a part of and subject to the terms of the Agreement, except that to the extent any terms of this Addendum conflict with any term of the Agreement, the terms of this Addendum shall govern. In the event of inconsistency between the provisions of this Addendum and mandatory provisions of HIPAA, as amended, or their interpretation by any court or regulatory agency with authority over either Party hereto, HIPAA, as interpreted by such court or agency, shall control. Where the provisions of this Addendum are different than those mandated by HIPAA, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Addendum shall control.

Except as expressly stated herein or as provided by law, this Addendum shall not create any rights in favor of any third party.

- e. **No Agency Relationship.** Parties expressly agree that no new agency relationship between the Parties is created by this Addendum or the Agreement regarding Business Associate's or Covered Entity's HIPAA obligations. The Parties acknowledge that this BAA is only meant to govern the collection, use, and disclosure of HIPAA and other protected information and is not intended to establish, amend, or otherwise change the relationship(s) that may otherwise exist between the Parties other than with respect to the protected information referenced herein.

The Parties agree that each individual Party shall maintain its own independent HIPAA compliance obligations. Parties will be providing their services as separate legal entities and independent contractors. Each Party certifies that (1) Covered Entity shall not have the right or authority to control Business Associate's conduct in the performance of services or in the performance of HIPAA obligations; (2) Covered Entity shall not have the authority to direct the daily performance of services by Business Associate; and (3) Covered Entity shall not have the right to give interim instruction to Business Associate regarding the performance of services.

- f. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all which together shall constitute one original Agreement. Facsimile signatures shall be accepted and enforceable in lieu of original signatures.
- g. **Notices.** All notices, requests and demands or other communications to be given hereunder to a Party shall be made via first class mail, registered or certified or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

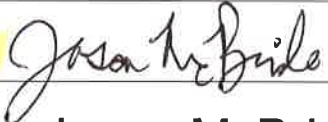
To Covered Entity: Galion City Health
113 Harding Way East
Galion, OH 44833
Attn: Jason McBride
Email: jason.mcbride@galionhealth.org
Tel: 419-468-1075
Fax: _____

To Business Associate: PMQ Group, LLC dba Avita
10604 Coursey Blvd.
Baton Rouge, LA 70816
Attn: Corporate Counsel
Email: legal@avitapharmacy.com
Telephone Number: (844) 319-0646
Facsimile number: (866) 550-7461

In Witness Whereof, this Addendum is executed by the Parties effective as of the Effective Date.

Covered Entity

Galion City Health

Signature: 

Printed Name: **Jason McBride**

Title: **Health Commissioner**

Business Associate

PMQ Group, LLC dba Avita

Signature: _____

Printed Name: _____

Title: _____