

AGENCY AGREEMENT FOR PREP PROVIDER SERVICES

This Agency Agreement (the “Agreement”) is made on June 2, 2023 (the “Effective Date”) by and between Galion City Health Department Non-Profit Corporation (the “Principal”), and PMQ Group, LLC d/b/a Avita, on behalf of its subsidiaries, a Delaware 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 Health a Sexually Transmitted Diseases Entity Grant STD44833 in Galion, Ohio; and

WHEREAS, the Agent currently provides 340B contract pharmacy services to Principal under the Pharmacy Services Agreement entered into by Agent and Principal; and

WHEREAS, the Principal wishes to appoint the Agent as its agent to manage payment, on behalf of Principal, to **Q Care Plus, Inc.** (“Q Care”) for services provided by Q Care to Principal under the Master Services Agreement entered into by Principal and Q Care (“Q Care Services Agreement”); 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 making payment of amounts owed by Principal to Q Care under the Q Care Services (the “Duties”). Such payments will be made in accordance with Q Care invoices and will be deducted from funds available to Agent from amounts payable to Principal under the Pharmacy Services Agreement after taking all other deductions under the Pharmacy Services Agreement (“Amounts Available”). For the avoidance of doubt, Agent will only perform the Duties to the extent there are Amounts Available. 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.

2. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 6 of this Agreement, shall be for

one (1) year, and for successive one (1) year periods thereafter, unless either Party gives written notice pursuant to Section 6 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 copies of invoices and payment records.

6. TERMINATION.

This Agreement may be terminated:

- (a) By either Party on provision of thirty (30) 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 thirty (30) days’ of receipt of written notice thereof;
- (c) By Agent immediately in the event amounts available are insufficient or Agent determines in its sole discretion that any of the terms of this Agreement are not compliant with applicable law; or
- (d) If and when the 340B Pharmacy Services Agreement or the Q Care Services Agreement terminates.

7. AMENDMENTS.

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

8. PARTIES' REPRESENTATIONS AND WARRANTIES.

- (a) The Parties hereby mutually represent and warrant that each Party is a legally existing entity with the authority to enter into this Agreement.
- (b) Principal represents and warrants to Agent that any such payment made by Agent on behalf of Principal under this Agreement is (i) in accordance with a written agreement signed by Principal and Q Care, and (ii) compliant with applicable law.

9. 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 or a violation of applicable law.

10. RELATIONSHIP OF PARTIES.

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

11. ASSIGNMENT.

Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.

12. 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.

13. 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.

14. 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: Jason McBride
113 Harding Way East
Galion, Ohio 44833
Email: jason.mcbride@galionhealth.org

If to the Agent:

Avita Drugs
Attn: Keith Fox
10604 Coursey Blvd
Baton Rouge, LA 70816
Email: corporatenotices@avitacaresolutions.com

Copy to:

Avita
Attn: Legal Department
5700 Granite Parkway, Suite 425
Plano, TX 75024
Email: legal@avitacaresolutions.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.

15. GOVERNING LAW.

This contract shall be governed and construed in accordance with the laws of Delaware, 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 Delaware, excluding that State's choice-of-law principles.

16. 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.

17. 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.

18. 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.

19. HEADINGS.

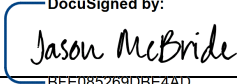
The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

[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:  _____
BFE085269DBE4AD...

Name: Jason McBride

Title: Health Commissioner

AGENT

PMQ Group, LLC d/b/a Avita

By: _____

Name: _____

Title: _____