

## Product Replenishment Agreement

This Agreement is entered into as of the 1<sup>st</sup> day of January, 2008 by and between Pfizer Patient Assistance Foundation, having its principal place of business at 235 East 42nd Street, New York, New York 10017 ("Pfizer Foundation") and \_\_\_\_\_ [Community Health Center] having its principal place of business at \_\_\_\_\_ ("Center").

WHEREAS, Pfizer Foundation, through its Sharing the Care Product Replenishment Program (the "Program"), provides certain Pfizer products to eligible community health centers for eligible patients; and

WHEREAS, the Center is an eligible entity (as defined below), and desires to participate in the Program.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, each party agrees as follows:

1. The Program

1.1 In accordance with the terms set forth below, and so long as Center abides by the terms of this Agreement and the procedural requirements issued by Pfizer Foundation, attached hereto and made a part of this Agreement, Pfizer Foundation shall provide certain Pfizer products to Center for Eligible Patients (as defined below). Pfizer Foundation shall determine which products shall be included in the Program.

2. Eligibility to Participate in the Program

2.1 In order to participate in the Program, both the Center and the patient must be eligible as defined below.

(a) Center must be funded under Sections 330(e), 330(g) or 330(h) of the Public Health Service Act or be a Certified Federally Qualified Health Center Look-Alike. The Center must have an in-house pharmacy. An in-house pharmacy is defined as a pharmacy owned and operated by Center where the Center purchases pharmaceuticals from a manufacturer or wholesaler directly or through a buying group and whose pharmacy license requires that pharmaceuticals be dispensed by a pharmacist. This condition cannot be met by contract arrangements with retail pharmacies. The pharmacy is expected to be open during normal business hours of Center operation.

(b) Except upon prior written exception by Pfizer Foundation, only those programs included in the Scope of Project of the Center's 330(e), 330(g), 330(h) grant(s) or the Center's Federally Qualified Health Center Look-alike Certification will be eligible for Program participation. Only those patients covered by one or more of these grant(s) may be considered for Program eligibility.

(c) Except upon prior written exception by Pfizer Foundation, only those health center "Service Sites" which are included, as of the date of execution of this Agreement, within Exhibit B of Center's approved Public Health Service grant(s) ("Center Sites") will be eligible to participate through Center in the Program. A list of those Center Sites approved to participate in the Program through Center is attached hereto. Center, however, shall remain responsible for the acts and omissions of Center Sites.

(d) A patient must have a family income that is equal to or below 200% of the federal poverty level, the patient must not be covered by any public assistance or private insurance covering pharmaceuticals, including but not limited to enrollment in Medicaid or Medicare prescription drug coverage, and the patient must be registered at the Center or at an approved site for primary care ("Eligible Patient"). Homeless and migrant workers may be presumed to be Eligible Patients.

### 3. Principal Obligations of Center

3.1 Center shall be responsible for the dispensing and use of Pfizer Foundation products under the Program in accordance with this Agreement and with the procedural requirements issued by Pfizer Foundation and attached to this Agreement.

3.2 Center shall maintain its eligibility status throughout the term of this Agreement and shall advise Pfizer Foundation immediately should Center no longer be eligible in accordance with Section 2.1(a).

3.3 Center shall determine patient eligibility in accordance with Section 2.1(c). In determining eligibility, Center shall apply its standard and customary eligibility determination system consistent with Public Health Service guidelines.

3.4 Center shall reconfirm patient eligibility at least annually. During the interim period, if Center learns that patient is no longer eligible in accordance with section 2.1 (c), Center shall no longer dispense program drug product to such patient.

3.5 Center shall dispense drug product obtained through the Program ("Program Drug Product") only to Eligible Patients. Center shall not resell, transfer or otherwise dispense such Program Drug Product to an individual who is not an Eligible Patient either directly or through an Eligible Patient, or to any other entity except to a Center Site as set forth in Section 2.1(b). Center shall not seek reimbursement for any program drug product from any entity or individual.

3.6 Center and its prescribers shall have the autonomy to follow their routine prescribing practices and shall take reasonable steps to ensure that their providers prevent, consistent with state law, substitution of any Program Drug Product prescribed. Pfizer Foundation shall provide replenishment product only for Program Drug Product dispensed as prescribed and as specified in the Operations Guide. Submitting and approving electronic signatures from the Pharmacist and the Executive Director or their representatives affirm that Program Drug Product was dispensed as prescribed.

3.7 Center shall be responsible for (i) instructing all staff regarding Program requirements and procedures, (ii) ensuring that adequate procedures are implemented to confirm accurate identification of Eligible Patients and (iii) submitting, revising and approving Utilization Summary Tables (“USTs”) on at least a weekly basis with information per section 5.6.

3.8 Center and Center Sites shall keep all pertinent records for a period of three (3) years, including but not limited to patient eligibility records, prescriptions, dispensing records and submitted, accepted and approved UST line items in Internet Voucher Processing (“iVP”).

3.9 In order to avoid commingling Pfizer Foundation Program Drug Product with Pfizer products for patients not enrolled in the Program, Center shall obtain, for non-Program patients, Pfizer products through its regular Pfizer direct account or through a wholesaler.

3.10 Center shall be responsible to designate a lead approver and two alternate approvers (the “Approvers”), a lead submitter and two alternate submitters (the “Submitters”) and the names and DEA numbers of authorized prescribers. Approvers must be members of Center’s Executive Management team. Submitters must be members of Center’s Pharmacy staff. Only Approvers and Submitters shall have the authority, respectively, to approve and submit USTs. Only those items prescribed by authorized prescribers will be accepted for processing. Center shall be responsible for informing Pfizer Foundation 10 days in advance in writing of any changes in Approvers and Submitters. Center shall also notify Pfizer Foundation of any changes to the list of authorized prescribers.

3.11 The Center shall notify the Pfizer Foundation within the following 30 days of the date of this Agreement if Center charges any kind of dispensing fees to patients.

3.12 Both parties agrees that in no event the Center shall apply a dispensing fee that exceeds \$10 per prescription (or per 30-day supply, if more than a month supply is dispensed at one time) for patients, unless otherwise agreed to by the parties in writing.

#### 4. Principal Obligations of Pfizer Foundation

4.1 In accordance with the procedures set forth in Section 5 below, Pfizer Foundation shall provide Program Drug Product at no charge to Center for Eligible Patients.

4.2 Pfizer Foundation shall provide Center with a list of all products provided through the Program. Only products included on this list will be provided by Pfizer Foundation at no charge through the Program. Pfizer Foundation will send product announcement letters to Centers when products are added and deleted from the program.

4.3 Pfizer Foundation shall provide instructional materials consistent with the terms of this Agreement and maintain a toll-free customer service number.

## 5. Replenishment Procedures

5.1 Pfizer Foundation shall assign a direct account number to Center which shall be restricted to use with Program Drug Product. Program Drug Products will be shipped with a "no charge" invoice via this account.

5.2 Pfizer Foundation determines the Center's initial product inventory. Initial inventory levels are based on Pfizer Foundation's analysis of various sources of available Program information and experience/estimates from Center of utilization of Program Drug Products. Subsequently, product inventory shall be replenished on a pill for pill basis through the Center's submission of iVP USTs.

5.3 Pfizer Foundation shall ship the initial inventory of Program Drug Product accompanied by a "no charge" invoice to Center for Eligible Patients.

5.4 Center shall submit USTs at least weekly to a Pfizer Foundation secure website. USTs will be collected at the site and turned into Purchase Orders (POs) and submitted for replenishment once per week.

5.5 Thereafter, as needed, Pfizer Foundation shall ship Program Drug Product weekly such that Center's Program Drug Product inventory is replenished according to Pfizer Foundation's records of USTs submitted.

5.6 In order to be replenished on an ongoing and consistent manner, Center must submit USTs on a weekly basis. The following information must be included for each line item in the USTs to be complete:

- a) Physician name and DEA number
- b) Pharmacy DEA number
- c) De-identified unique patient identification number
- d) Product name, form and strength
- e) Quantity dispensed
- f) 11-digit NDC # of dispensed product(s)
- g) Pharmacy prescription number
- h) Prescription dispense date
- i) Electronic approval from submitting Pharmacist or his/her designated alternate (Submitter)
- j) Electronic approval from authorizing Executive Director or his/her designated alternate (Approver)

5.7 USTs submitted to the data processing center after six months of the dispense date will not be valid.

5.8 Pfizer Foundation shall ship Program Drug Product in response to NDC Codes submitted in the USTs.

## 6. Confidentiality

6.1 The identity of patients shall be protected at all times by Center. In the case of Program discrepancies and audit processes, as described below, no information as to patient identity shall be disclosed by Center.

6.2 Center agrees that Pfizer Foundation may release general information about Center's participation in the Program. Pfizer Foundation agrees not to use the Center's name in any further publicity without the prior authorization of the Center's director.

6.3 For clarity sake, the disclosure of the information described in this section by the Foundation to Pfizer Inc. won't be a violation of this section 6.

## 7. Audit

7.1 Pfizer Foundation shall have the right, at any time, to have an audit conducted of compliance with Program requirements by Center and Center Sites. Such audit shall be conducted upon reasonable notice, during normal business hours and at Pfizer Foundation's expense. The auditor may review records of Center and Center Sites including, but not limited to, patient eligibility records, prescriptions, medical records, dispensing records, previous vouchers, USTs and inventory records of product on hand. The identity of patients shall not be disclosed. Center and Center Sites agree to cooperate with such audits. At Pfizer Foundation's sole discretion, it may provide a copy of the audit report to Center.

## 8. Program Discrepancies

8.1 Upon request by Pfizer Foundation, Center will provide Pfizer Foundation with information relating to Program prescriptions, previous vouchers, USTs and dispensing sufficient to ensure to Pfizer Foundation's satisfaction that Program Drug Products have been prescribed and dispensed to Eligible Patients in accordance with Program requirements. Pfizer Foundation shall make reasonable attempts to use available information rather than requiring Center to generate new information solely for this purpose.

8.2 In the event of a discrepancy in information provided by Center concerning its participation in the Program, Pfizer Foundation will send a written notice to Center detailing the discrepancies and (i) requesting clarification or evidence of corrective action within thirty (30) days and/or (ii) informing Center that Pfizer Foundation will conduct an audit of pertinent records of Center's and Center Site's, at Pfizer Foundation's expense, to be conducted upon reasonable notice and during normal business hours. The identity of patients shall not be disclosed. Center and Center Sites agree to cooperate with such audits. At Pfizer Foundation's sole discretion, it may provide a copy of the audit report to Center.

8.3 While both parties to this Agreement are entering it in order to serve the ill, needy or infant indigent patients, and while both parties will strive to resolve misunderstandings with a minimum of inconvenience to all concerned, in the event that discrepancies cannot be resolved to

Pfizer Foundation's satisfaction, Pfizer Foundation reserves the right to terminate this Agreement immediately and without adversely affecting the continuation of Program with other centers.

9. Term and Termination

9.1 This Agreement shall be effective as of the date first written above and shall continue for one (1) year, automatically renewable for one (1) year terms thereafter unless earlier terminated in accordance with Sections 8.3, 9.2, 9.3 or 11.5.

9.2 Either party shall have the right to terminate this Agreement upon forty-five (45) days' notice to the other party. Pfizer Foundation shall have the right to terminate immediately in the event that Pfizer Foundation determines that there are Program discrepancies as set forth above.

9.3 This Agreement shall terminate automatically if Center ceases to be eligible to participate in the Program in accordance with Section 2.1 above.

9.4 In the case of termination by either party, Center and Center Sites shall return all unused Program Drug Product to the Pfizer Foundation or to any location determined by the Pfizer Foundation. In the event that Program Drug Product has been dispensed to patients who are not Eligible Patients, Center shall reimburse Pfizer Foundation for the appropriate cost of such Program Drug Product.

10. Indemnification

10.1 Center acknowledges that responsibility for the medical care of patients enrolled in the Program remains with that particular patient's physician and/or prescriber.

10.2 Center shall indemnify and hold harmless Pfizer Foundation, its subsidiaries and its affiliates together with their directors, officers, employees and agents against any claim, demand, cause of action, expense or cost (including reasonable attorney's fees) that arise out of the performance of this Agreement by Center or Center Sites, except to the extent such claim, demand, cause of action, damage, expense or cost results from the negligence or willful misconduct or omission of Pfizer Foundation, its subsidiaries, affiliates, directors, officers, employees or agents.

10.3 Pfizer Foundation shall indemnify and hold harmless Center, its subsidiaries and its affiliates together with their directors, officers, employees and agents against any claim, demand, cause of action, expense or cost (including reasonable attorney's fees) that arise out of Pfizer Foundation's performance of this Agreement except to the extent such claim, demand, cause of action, damage, expense or cost results from the negligence or willful misconduct or omission of Center or Center Sites their subsidiaries, affiliates, directors, officers, employees or agents.

11. Miscellaneous

11.1 Pfizer Foundation represents to Center that it has the full authority to enter into and perform this Agreement without obtaining the consent of or violating rights of any third party, except such consents as have already been obtained.

11.2 Center represents to Pfizer Foundation that it has the full authority to enter into and perform this Agreement without obtaining the consent of or violating the rights of any third party, except such consents as have already been obtained.

11.3 Center represents that it, its Center Sites and its pharmacy comply, and will continue to comply during the term of the Agreement, with all applicable federal, state and local laws, rules and regulations.

11.4 The relationship between the parties is solely that of independent contractors and this Agreement shall not create an agency, partnership, joint venture or employer/employee relationship and nothing herein shall be deemed to authorize either party to act, represent or bind the other except as expressly provided for by this Agreement.

11.5 This Agreement sets forth the entire agreement between Pfizer Foundation and Center as to its subject matter and supersedes any prior negotiations, understandings or agreements whether oral or in writing, as concerning the subject matter hereof. The terms of this Agreement may be amended, modified or changed only in a writing signed by both parties except that Pfizer Foundation may amend, modify or change Program guidelines at any time and in its sole discretion. In the event that Center is not willing to abide by the amended, modified or changed guidelines, Center may terminate this Agreement at the time the amended, modified or changed guidelines become effective.

11.6 This Agreement shall in all respects be construed in accordance with the laws of the State of New York, except its choice of law rules.

11.7 The center shall not assign this Agreement without the prior written consent of the Pfizer Foundation. The Pfizer Foundation may assign this Agreement in whole or in part, to an entity controlled by or under common control with Pfizer Inc. (control defined as the ability to appoint at least a majority of the Board of Directors) and the parties agree to make any amendments to this Agreement necessary to implement that assignment.

11.8 Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Centers and Pfizer Foundation and their respective successors, assigns, any rights, obligations or liabilities.

11.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

11.10 If any provision of this Agreement is finally declared or found to be illegal or unenforceable by a court of competent jurisdiction, both parties shall be relieved of all obligations

arising under such provision, but, if capable of performance, the remainder of this Agreement shall not be affected by such declaration or finding.

11.11 Failure by either Party to enforce at any time, or any period of time, any provisions of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party hereafter to enforce each and every provision.

11.12 No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

IN WITNESS THEREOF, the parties hereto have each caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

[Community Health Center]

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

PFIZER PATIENT ASSISTANCE FOUNDATION

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)