NOTICE OF AWARD OF CONTRACT

TO:
AVIA PARTNERS, INC.
A WHOLY OWNED SUBSIDIARY
OF SAFEWAY, INC.
20427 N 27TH AVENUE
PHOENIX, ARIZONA 85027

DATE ISSUED:
MAY 18, 2011

CURRENT REFERENCE NO:
252-11

CONTRACT TITLE
MEDICAL PRESCRIPTION SERVICES

PRIOR REFERENCE NO:
98-10

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective MAY 1, 2011 and expires on APRIL 30, 2012.

This is the FINAL year award notice of a FIVE year contract.

The contract documents consist of the terms, conditions of Agreement No. 136-07 incorporated herein by reference.

CONTRACT PRICING:
REFER TO AGREEMENT NO. 136-07

ATTACHMENTS:
AGREEMENT NO. 136-07
AMENDMENT NO. 2

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MERLE JARVIL
VENDOR TEL. NO.: 623-869-4260
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 623-869-4300
TAX IDENTIFICATION NUMBER (EIN/SSN): 94-3022729
COUNTY CONTACT: JOE SCHWARTZ
COUNTY TEL. NO.: 703-228-1329

CONTRACT AUTHORIZATION

DATE
BID FOLDER: 1

IVETTE GONZALEZ
PROCUREMENT OFFICER
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 136-07
AMENDMENT NUMBER 2
REFERENCE NUMBER 133-09

This Amendment Number 2 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 136-07, as amended by Amendment No. 1 (Main Agreement) and made between Avia Partners, Inc., a wholly owned subsidiary of Safeway, Inc., 20427 N. 27th Avenue, Phoenix, AZ 85027 (Contractor) and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend the Contract Term of the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM

Work under this Agreement shall continue until April 30, 2010 (second "Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may through issuance of a Notice of Award authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from May 1, 2009 to April 30, 2012 (each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by the Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: 03/14/09

AVIA PARTNERS, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: [Signature] PRESIDENT

DATE: 07/01/09
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 136-07

THIS AGREEMENT is made, on the date of execution by the County, between
Avia Partners, Inc. a wholly owned subsidiary of Safeway, Inc., 20427 N. 27th
Avenue, Phoenix, AZ 85027 ("Contractor"), a State of Delaware Corporation
authorized to do business in the Commonwealth of Virginia, and the County
Board of Arlington County, Virginia ("County"). The County and the
Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement; Exhibit A (Contract Scope of
Work) and Exhibit B (Pricing Schedule).

Where the terms and provisions of this Agreement vary from the terms and
provisions of the other Contract Documents, the terms and provisions of this
Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and
the Contractor. The County and the Contractor agree that no representative or
agent of either of them has made any representation or promise with respect to
this Agreement which is not contained in the Contract Documents, and that all
terms and conditions with respect to this Agreement are expressly contained
herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract
Documents (alternatively the "Work"). The primary purpose of the work is to
provide prescription medications to clients participating in the Arlington
County Department of Human Services' Prescription Medication Program, and
General Relief program ("Client"). It shall be the Contractor's
responsibility, at the Contractor's sole cost, to provide the specific
services set forth in the Contract Documents and sufficient services to
fulfill the purposes of the Work. Nothing in the Contract Documents shall be
construed to limit the Contractor's responsibility to manage the details and
execution of its Work.

OPTIONS FOR PROVISION OF PRESCRIPTION SERVICES
The dispensing of prescriptions under this Agreement shall be performed using
either specified participating pharmacies ("Pharmacies") located within
Arlington County or through a mail order system operated by the Contractor.
The selection of the method for obtaining prescription services shall be at
the Client's option.

Where the term "Contractor" is used in this Agreement, it shall be interpreted
to refer to the Avia Partners, a party to the Agreement, who shall be
responsible for meeting all of the Contractor's obligations under this
Agreement, including administering the provision of mail order prescription
services, ensuring that the Contractor or Pharmacies perform the Work required under this Agreement in compliance with the terms and conditions of this Agreement.

Medications prepared by the Contractor for the Clients authorized to participate in this Agreement shall be sent via first class United States mail or express delivery providers. The average turnaround time at the Contractor's facility shall not exceed two (2) days from receipt of the prescription by the Contractor.

Notwithstanding anything to the Contrary in this Agreement, no subcontracting of the Contractor's requirements and obligations under this Agreement shall relieve the Contractor of its independent obligation to meet such requirements and perform such obligations.

**PROJECT OFFICER**
The performance of the Contractor, required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Human Services or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

**CONTRACT TERM**
Work under this Agreement will commence upon execution of this Agreement by the County and will be completed no later than April 30, 2008 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may through issuance of a Notice of Award authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from May 1, 2007 to April 30, 2012 (each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

**CONTRACT AMOUNT**
The County will pay the Contractor no more than $200,393 in accordance with the terms of the Payment Terms paragraph and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents for the Initial Contract Term subject to the terms and conditions in those documents.

During the Contract Term, the Contractor, through its Preferred Network of Pharmacies, shall provide prescription drugs using the pricing formulas identified in Exhibit B.

**REIMBURSABLE EXPENSES**
No reimbursable expenses are allowed under this Agreement. The Contract Rates include all costs of providing the services described in this Agreement to the County.
NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code, if applicable.

COUNTY EMPLOYEES
No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon
each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's, or it's pharmacie's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

LIABILITY
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal.
ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County. However, consent will not be unreasonably withheld for any assignment by the Contractor to a wholly owned subsidiary or affiliate, provided that the Contractor has first provided the County with all requested documents, information, and assurances that the wholly owned subsidiary or affiliate is able to meet the requirements of this Agreement.

APPLICABLE LAW
This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws and regulations.

AUTHORITY TO TRANSACT BUSINESS
In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

HIPAA COMPLIANCE
The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The County may require the Contractor to execute a Business Associate Agreement in the form provided by, or acceptable to, the County.

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.
DELIVERY
All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for contractual disputes, appeals, and protests are available upon request from the Office of the Purchasing Agent.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.
CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor and/or Pharmacies as a result of the County's request for services under this Contract, are confidential records ("Records"), and neither the Records nor their contents shall be released by the Contractor and/or Pharmacies, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee, except pursuant to a lawfully issued and served subpoena after prompt prior written notice of such subpoena by the Contractor to the County. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

Notwithstanding the above, it is contemplated by this Agreement that in providing services hereunder, such confidential information will be obtained by Contractor and County and, to the extent permitted by law, distributed to Contractor, County, and client's physician for drug utilization evaluation, claims processing and other purposes relating to this Agreement.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with Pharmacies or other third parties for Work related to Work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed Work which is reasonable and allocable to the Contract. Invoices shall be submitted in duplicate. A finance charge of 1% per month may be charged by the Contractor to the County for invoices for which a check has not been issued by the County within forty-five (45) days after receipt of a correct invoice.

NONAPPROPRIATION

All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the
continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

**TERMINATION FOR DEFAULT**
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.
TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the
Purchasing Agent in whole or in part whenever the Purchasing Agent shall
determine that such termination is in the County's best interest. Any such
termination shall be effected by the delivery to the Contractor of a written
notice of termination at least fifteen (15) days before the date of
termination, specifying the extent to which performance of the work under this
Contract is terminated and the date upon which such termination becomes
effective.

After receipt of a notice of termination and except as otherwise directed the
Contractor shall stop all work on the date of receipt of the notice of
termination or other date specified in the notice; place no further orders or
subcontracts for materials, services or facilities except as are necessary for
the completion of such portion of the work not terminated; immediately
transfer all documentation and paperwork for terminated work to the County;
and terminate all vendors and subcontracts and settle all outstanding
liabilities and claims.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or
services described in the Contract Documents. The Contractor understands and
agrees that this is a requirements contract and the County will have no
obligation to the Contractor if no items or services are required. Any
quantities which are included in the Contract Documents are the present
expectations of those who are planning for the County for the period of the
contract. The amount is only an estimate and the Contractor understands and
agrees that the County is under no obligation to the Contractor to buy any
amount as a result of having provided this estimate or of having had any
normal or otherwise measurable requirement in the past. The Contractor
further understands that the County may require services in excess of the
estimated annual Contract amount and that such excess shall not give rise to
any claim for compensation other than at the unit prices in this Contract.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of
Insurance indicating that the Contractor has in force the coverage below prior
to the start of any Work under the Contract and agrees to maintain such
insurance until the completion of the Contract. All required insurance
coverages must be acquired from insurers authorized to do business in the
Commonwealth of Virginia and acceptable to the County. The minimum insurance
coverage shall be:

The Contractor shall carry Professional Errors and Omissions Liability
insurance which will pay for injuries arising out of errors or omissions
in the rendering, or failure to render professional services or perform
Work under the contract, in the amount of $1,000,000.

Commercial General Liability - The Contractor shall provide to the
County $1,000,000 combined single limit coverage with $2,000,000 general
aggregate covering all premises and operations and including Personal
Injury, Completed Operations, Contractual Liability, Independent

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Contractors, and Products Liability. The general aggregate limit shall apply to this project. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - A thirty (30) day notice of cancellation or nonrenewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the County Purchasing Agent.

Contract identification - All insurance certificates provided shall state the Contract Number and title (#136-07, Prescription Services).

If deemed applicable to this Agreement, the Contractor shall carry Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund of Towson, MD.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the work by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them and for meeting the Contractor's obligations under this Agreement as it is for acts and omissions of persons directly employed by it. No subcontracting of the Contractor's requirements and obligations under this Agreement shall relieve the Contractor of its independent obligation to meet such requirements and perform such obligations.
NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

AMENDMENTS

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: ____________________________

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: 5/17/2007

AVIA PARTNERS, INC.
(CONTRACTOR)
EIN: 94-3022729

AUTHORIZED SIGNATURE: ____________________________

NAME AND TITLE: ____________________________

DATE: 5/17/2007
EXHIBIT A

SCOPE OF WORK

The Contractor shall in a satisfactory and proper manner as determined by the Arlington County Department of Human Services ("County"), perform the following:

Dispense medications to participants in the Prescription Medication Program (PMP) and General Relief Program (GR) according to the requirements contained herein.

ELIGIBILITY
The Contractor shall dispense medications only to those PMP and GR recipients that appear on the County's eligibility file. This file will be continuously updated by the County's program staff.

COVERED MEDICATIONS

PRESCRIPTION MEDICATION PROGRAM (PMP) CLIENTS
All generic legend medications except those indicated under "Excluded drugs" are covered. Legend medication is defined as any drug that bears the legend "Caution: Federal law prohibits dispensing without prescription", or any other medication that may be restricted to prescription only status by Virginia Commonwealth law. Prescription supplies up to 90 days may be filled.

GENERAL RELIEF (GR) CLIENTS
All legend medications covered by the Virginia Medicaid program formulary. For GR clients, prescriptions shall be limited to a maximum supply of 30 days.

DRUG PROFILE
The Contractor shall maintain a drug profile for each client that will alert the client to potential harmful drug interaction. The Contractor shall also alert County staff of any suspected abuse or misuse of medications.

The Contractor shall collect a co-payment for each prescription. The co-payments, which are subject to change during the Contract Term at the direction of the County, are currently:

- $7.00 per prescription for PMP clients, or the actual cost, whichever is less, and

- $0.50 per prescription for GR clients.

The Contractor shall submit monthly invoices for reimbursement for medication costs. Invoices shall contain the following information for each prescription:

a. Client identification number established by DHS
b. Client's first and last names

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c. Prescription number
   d. Dispensing Date
   e. Exact name and dosage of the drug dispensed
   f. Quantity and days supply for each prescription
   g. Drug cost, discounts and any fees
   h. Co-payment collected (which will include any additional charge for brand preference).
   i. Balance due from County

The Contractor shall maintain separate account information and provide separate invoices for medications filled for the Prescription Medication and the General Relief programs.

Changes by the County to the PMP list of excluded/restricted medications and program eligible files shall be allowed at any time during the Contract Term. Changes to the excluded medication file shall be made by the Contractor at the direction of the County, and shall be effective within one week of the notification by the County.

Prescriptions filled under this contract shall be limited to the Contractor's retail outlets located within Arlington County, except when prescriptions are received via mail order.

Contractor agrees to provide the same pricing formula offered to the County, to those clients on the waiting list for PMP, however, those clients shall be responsible for the payment.

Client drug utilization reports shall be made available to the County by the Contractor at no additional charge upon request.

The Contractor agrees to accept full financial responsibility for any dispensing errors.

The Contractor shall issue identification cards to the recipients of the PMP program. Possession of the identification card shall not be construed to be proof of eligibility for the coverage under the PMP program. Eligibility shall be verified by consulting the Contractor's on-line system. The contractor is not responsible for issuing identification cards to General Relief recipients.

PRESCRIPTION MEDICATION PROGRAM RESTRICTIONS AND EXCLUSIONS

The following restrictions and exclusions apply to the Prescription Medication Program formulary. These do not apply to the General Relief Program formulary.

RESTRICTED DRUGS

- H2 Blockers: Pre-authorization is required after a 90 day supply.
- Nicorette: Maximum 6 month supply
- Nicotine patches: Maximum 12 week supply
- Nizoral: Pre-authorization is required after a 90 day supply.

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EXCLUDED DRUGS

- Non-Steroidal Anti-Inflammatory Drugs (NSAIDS); Except the following may be filled: Meclofenamate, Indomethacin, Ibuprofen, Sulindac
- Anti-Psychotic, Anti-Depressants, Major Tranquilizers, Lithium; except the following may be filled: Meclofenamate, Indomethacin, Ibuprofen, Sulindac
- Antianxiety/Sedative/Sleep Medications
- TB Medications
- Oral Contraceptives
- Needles and Syringes, Except for diabetics
- State and Federal DESI drugs
- Over the Counter (OTC) drugs and/or supplies, Except glucose monitoring supplies
- Diaphragms
- Minoxidal Lotion (Rogaine)
- Compounds
- Contraceptive foams, creams*
- Antiobesity/anorectics
- Diagnostics (allergy skin tests, ACTH test, gastric acid test, radiopaque substances etc) except for glucose monitoring supplies
- Injectables; except for Vitamin B-12
- Biologicals (vaccines, serums, toxoids etc.)
- Vitamins, Except for B12, folate, Vit. D, magnesium
- Infertility
- Sandimmune
- Nucleosides
- Non-Nucleosides
- Protease Inhibitors
- Acne
- Simvastatin

136-07
-14-
EXHIBIT B

PRICING SCHEDULE

Brand:  AWP -16%  + $2.00

Generic:  AWP -50%  + $2.00

Alleviate
TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under the Contract and agrees to maintain such insurance until the completion of the Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

The Contractor shall carry Professional Errors and Omissions Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform work under the contract, in the amount of $1,000,000.

Commercial General Liability - The Contractor shall provide to the County $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent
Contractors, and Products Liability. The general aggregate limit shall apply to this project. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - A thirty (30) day notice of cancellation or nonrenewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the County Purchasing Agent.

Contract identification - All insurance certificates provided shall state the Contract Number and title (#136-07, Prescription Services).

If deemed applicable to this Agreement, the Contractor shall carry Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund of Towson, MD.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the work by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them and for meeting the Contractor's obligations under this Agreement as it is for acts and omissions of persons directly employed by it. No subcontracting of the Contractor's requirements and obligations under this Agreement shall relieve the Contractor of its independent obligation to meet such requirements and perform such obligations.
TO:  
AVIA PARTNERS, INC.  
A WHOLY OWNED SUBSIDIARY  
OF SAFeway, INC.  
20427 N 27TH AVENUE  
PHOENIX, ARIZONA 85027  

DATE ISSUED:  
APRIL 1, 2010  

CURRENT REFERENCE NO:  
98-10  

CONTRACT TITLE:  
MEDICAL PRESCRIPTION SERVICES  

PRIOR REFERENCE NO:  
133-09  

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective MAY 1, 2010 and expires on APRIL 30, 2011.

This is the FOURTH year award notice of a possible FIVE year contract.

The contract documents consist of the terms, conditions of Agreement No. 136-07 incorporated herein by reference.

CONTRACT PRICING:

REFER TO AGREEMENT NO. 136-07

ATTACHMENTS:

AGREEMENT NO. 136-07
AMENDMENT NO. 2

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MERLE JARVIL  
VENDOR TEL. NO.: 623-869-4260  
VENDOR PAYMENT TERMS: NET 30 DAYS  
VENDOR FAX. NO.: 623-869-4300  
TAX IDENTIFICATION NUMBER (EIN/SSN): 94-3022729  
COUNTY CONTACT: JOE SCHWARTZ  
COUNTY TEL. NO.: 703-228-1329

CONTRACT AUTHORIZATION  

DATE  

DISTRIBUTION  

VENDOR:  
BID FOLDER: 1/2  

IVETTE GONZALEZ  
PROCUREMENT OFFICER