



APPROVED
7/29/2019

Nolan M. Fields IV
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TO: Board of County Commissioners
Karen Keith, Chairman
Stan Sallee
Ron Peters

DATE: July 25, 2019

REFERENCE: Access Site Agreement with Dispensary of Hope, LLC Related to its Charitable Pharmaceutical Program that Facilitates Logistics to Provide Medications

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. Vendor has already signed the item and it is presented for this Board's review and potential action. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads "Nolan M. Fields IV".

Nolan M. Fields IV
Assistant District Attorney

CC:
Linda Johnston, Social Services Director

CMF# 20190167

Dispensary of Hope Access Site Agreement

This agreement (“**Agreement**”) effective July 1, 2019 (the “**Effective Date**”), sets forth the terms and conditions upon which the Board of County Commissioners of the County of Tulsa on behalf of the George Prothro, MD Pharmacy of Tulsa County (“**Access Site**”) and Qualified Patients (as the term is hereinafter defined) of the Access Site are eligible to participate in the Dispensary of Hope, LLC (“**Network**”) Charitable Pharmaceutical Program (the “**Program**”).

Background and Program Overview

Network’s mission includes providing pharmaceutical and/or health care services to Qualified Patients as defined herein in Section 2. Access Site has also established programs and services to benefit those who are financially in need and in need of health care services.

Access Site is a facility properly licensed, if necessary, to dispense pharmaceutical products, serves individuals defined as Qualified Patients under this Agreement, and desires to participate with Network in the Program.

Access Site previously entered into an Agreement with Network effective October 1, 2018, that would have expired on September 30, 2019 (the “**Prior Agreement**”). Access Site desires for the renewal of the Prior Agreement to take place on July 1, 2019 instead of October 1, 2019. Accordingly, the parties are entering into this new Agreement effective as of July 1, 2019 to accomplish such renewal.

In consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all of the terms and conditions set forth herein, Access Site and Network hereby agree as follows:

1. **Scope of Services.** Network is a charitable pharmaceutical program that facilitates logistics to provide access to medications (“**Program Products**”) free of charge to qualifying pharmacies and clinics to be dispensed to their Qualified Patients. Network distributes donated Program Products to Access Site. The Program Products will be stored on-site at Access Site, to be dispensed to Qualified Patients.
 - i. **Program Product Availability:** Network does not control and cannot guarantee the availability of any particular type of Program Products. Network reserves the right to discontinue providing any particular Program Product in Network’s sole discretion, and Access Site acknowledges and agrees that in every event, Network’s delivery of Program Products is subject to Network’s stock of such products.
 - ii. **Licensing:** If required, Network represents and warrants that it has obtained applicable wholesale distribution licenses.
2. **Qualified Patients.** Patients who are approved to participate in the Program (“**Qualified Patients**”) must be at or below 200% of the then-current federal poverty guideline published by the Department of Health and Human Services, and they must not be covered by (a) commercial insurance with prescription drug coverage or pharmacy benefits, (b) Veteran’s assistance, (c) Medicare or Medicaid or (d) any other federal health care program. Access Site is responsible for confirming a patient’s status as a Qualified Patient before Access Site may dispense Program Products. Proof of income must be retained at Access Site for three (3) years. For patients without proof of income on their first point of contact with Access Site, an emergency fill is acceptable. Access Site agrees to enroll and dispense to Qualified Patients in a non-discriminatory manner. The definition of Qualified Patients may be amended or altered by Network in its sole discretion from time to time.
 - i. Acceptable forms of proof of income (copies of which must be maintained at Access Site) include any of the following: Tax return, W-2 form, recent paycheck stub, letter from employer showing compensation, an eligibility letter from a state administrator of the Supplemental Nutrition Assistance Program, or such other commercially reasonable forms of proof as have been customarily accepted by Access Site, subject to approval by Network. If none of these items is available, proof of income may be given pursuant to a letter of financial support written by an individual who is providing such financial support to the Qualified Patient.
 - ii. Patients must be screened to confirm that they are Qualified Patients.
 - iii. In the case of an Access Site that is a pharmacy that is not otherwise affiliated with a clinic, the Access Site may in its discretion, accept a written eligibility attestation as to lack of income and insurance. A copy of the attestation is retained onsite for three (3) years. Such attestation shall include an acknowledgement by the patient that he or she may not seek payment from any third-party payor, including federal health care programs such as Medicare or Medicaid, for any Program Products received from the Access Site.

3. **Representations, Warranties and Covenants of Access Site.** Access Site represents, warrants, and covenants that:
- i. Access Site is qualified as a tax-exempt or charitable organization of the Internal Revenue Code. It is authorized to enter into this Agreement and perform its obligations under the Program;
 - ii. The employees performing services pursuant to this Agreement are, and at all times during the term of this Agreement will be, qualified by training and experience with appropriate expertise to perform their obligations under the Program in accordance with applicable law and regulations, and neither it nor any of its owners, officers, directors, trustee, managers, employees, agents, or subcontractors have been suspended, excluded, or debarred from any government payer program;
 - iii. Access Site and its employees have, and at all times during the term of this Agreement will have, appropriate licenses, permits, approvals, accreditations, and certifications (collectively, the “**Approvals**”) necessary to perform safely, adequately and lawfully their obligations under this Agreement, and Access Site agrees that it will notify Network immediately of any loss of, restrictions to, or suspensions of those Approvals. Specifically, Access Site has employed or contracted for services with a registered pharmacist and/or practitioner who is licensed or authorized to prescribe drugs according to all applicable state and federal laws (each a “**Licensed Practitioner**”);
 - iv. Access Site will maintain adequate controls to ensure compliance with the terms and conditions of this Agreement and applicable laws by its employees, agents, contractors and affiliates; and
 - v. Access Site will not seek direct or indirect payment for any Program Product dispensed to any Qualified Patient, from any Qualified Patient or any federal or state government program (including, but not limited to Medicare or Medicaid) or any third-party payer.
4. **Ordering, Handling and Dispensing Program Product to Qualified Patients.** Access Site will place orders for Program Products via Network’s on-line system (eHope). All shipments of Program Products shall be subject to the following requirements:
- i. ***Confirmation of Shipment.*** Shipments will contain a shipping manifest, and Access Site must notify Network promptly if there are any discrepancies between the shipping manifest and the shipment of Program Products received. Access Site has thirty (30) days from its receipt of a shipment to return to Network any Program Products that were shipped in error or that are otherwise compromised. Access Site shall retain a record of the shipment manifests for three (3) years, or will otherwise record information including the manufacturer, brand name, quantity and lot or control number of the Program Products, the date the Program Products were received and the fact that they were received from Network (either, a “Donation Record”). Before the Program Products are dispensed to a patient, Access Site must have a Licensed Practitioner examine the Program Products to confirm that the Donation Record accurately describes the Program Products delivered. Licensed Practitioner must further confirm that no Program Product is adulterated or misbranded for any reason, including but not limited to, the following: the Program Products are out of date; the labeling has become mutilated, obscured, or detached from the product packaging; the Program Products show evidence of having been stored or shipped under conditions that might adversely affect its stability, integrity or effectiveness; the Program Products have been recalled or are no longer marketed; or the Program Products are otherwise possibly contaminated , deteriorated or adulterated.
 - ii. ***Receipt of Damaged, Adulterated or Expired Product.*** Access Site will notify Network immediately if it discovers any Program Product that has been adulterated or misbranded as described above, or in the event that there is a problem, issue or mistake made related to the acceptance, transport, storage or delivery of Program Products. Access Site shall contact Network, at the phone number provided below, to report the problem and to receive instructions on returning such Program Product. In the event any Program Product becomes expired while it is held by Access Site or otherwise will not be used, then Access Site will dispose of such Program Product in an appropriate manner and in accordance with all applicable laws and regulations. Access Site shall maintain complete records of the disposition of all destroyed or returned Program Products.
 - iii. ***Shipping Errors.*** In the event Access Site receives Program Products that are shipped in error (i.e. wrong product, wrong quantity), Access Site shall contact Network, at the telephone number provided below, to report the problem and to receive instructions on returning such product.
 - iv. ***Storage of Program Products.*** Access Site will store Program Products in accordance with applicable law and under conditions that will maintain the Program Products stability, integrity, and effectiveness, and will ensure that the Program Products will be free of contamination, deterioration, and adulteration. Program Products received from Network must be segregated from other drugs and stored at controlled room temperature at the Access Site physical location. The facility room or closet in which the Program Products are stored should remain locked when not in use.
 - v. ***Product Recall.*** Network will notify the Access Site in the event of any Program Product quality issue or recall of a

Program Product for which it has received official notification. In such situations, Access Site will immediately move affected Program Products to a location distinct from non-recalled inventory and clearly mark this area as “Not to Dispense” or words to that effect. The Access Site will then follow return instructions contained in the recall notice.

- vi. **Transfer of Program Products.** Under no circumstances will Access Site, its employees, agents, or contractors, sell, exchange for remuneration, or otherwise transfer Program Products to any third party that is not a Qualified Patient, including without limitation returning Program Products to the manufacturer or distributor or transferring Program Products to any other potential access site that does not have an agreement with or has not otherwise been approved by the Network to dispense Program Products.
- vii. **Adverse Events.** Access Site agrees to report any product defect as an adverse event or product quality complaint in accordance with the regulations of the Food and Drug Administration (“FDA”), as the same may be in effect from time to time.
- viii. **Identification of eligibility status.** If Access Site dispenses products other than Program Products to patients who are not Qualified Patients, Access Site shall put in place a method to distinguish ineligible patients from Qualified Patients and to prevent Program Products obtained from Network from being dispensed to ineligible patients.
- ix. **Record Keeping/Patient Drug Utilization.** Access Site agrees to track all Program Products sufficiently to account for the receipt, inspection, inventory, dispensing, redistribution, destruction, and returns of Program Products, in accordance with the Drug Supply Chain Security Act and other applicable laws. If requested, Access Site agrees to provide Network with utilization reporting in such format and with such frequency as is defined by the Network, but at least in a manner sufficient for complete accountability and auditing of stock of Program Products. Further, Access Site agrees to conduct, at least annually, an inventory of Program Products and prepare a report reconciling the results of each inventory with the most recent prior inventory. Any discrepancies and reconciliation problems involving Program Products shall be investigated by Access Site and reported to the Network, all in accordance with provisions of the Prescription Drug Marketing Act. Further, any significant loss or known theft of Program Products must be reported to the FDA and Network within 5 business days of the Access Site becoming aware of it.
- x. **Dispensing.** Access Site covenants that it and its employees, agents, or contractors, shall only dispense Program Products to Qualified Patient(s) according to procedures and guidelines established by Network for the Program as set forth in this Agreement or otherwise provided in writing to Access Site by the Network.

5. **Term and Termination; Suspension.**

- i. **Term.** The term of this Agreement shall be for one (1) year (the “Initial Term”) commencing on the date on which Access Site is given access to eHope and is able to order Program Products (the “Implementation Date”). The Agreement may be renewed by mutual written agreement of the parties (which written agreement may be reflected in email correspondence) for additional one (1) year periods (each a “Renewal Term”) on each anniversary of the Implementation Date unless earlier terminated by either party under the terms of this Section.
- ii. **Without Cause Termination.** Either party may terminate this Agreement, with or without cause, by providing the other party thirty (30) days prior written notice of its intent to terminate.
- iii. **Immediate Termination/Suspension.** Network may terminate this Agreement immediately upon written notice of Access Site’s material breach of this Agreement. Further, in the event that Network has reasonable cause to believe that Access Site may be in breach of this Agreement or otherwise questions the ability of Access Site to fulfill its obligations hereunder, Network shall have the right to suspend (temporarily or permanently) Access Site’s rights to order Program Products hereunder.
- iv. **Effect of Termination.** Upon expiration or termination of this Agreement, Access Site shall provide Network with any and all such reports and information related to the Program as Network, in its sole discretion, determines necessary. In the event that the effective date of termination is prior to the end of the Initial Term or any Renewal Term, any subscription and/or access fees owed by Access Site pursuant to Section 15 below will be prorated on a monthly basis, and any balance remaining will be returned to Access Site after the deduction of any expenses directly related to such termination.

6. **Audits and Inspections.** Network or its designee has the right to audit and inspect all policies, procedures, original records and operations of Access Site related to the Program and Program Product usage regardless of where such records and/or operations are held or conducted. The right of Network to perform such audits and inspections shall survive the termination or expiration of this Agreement for a period of three (3) years. Access Site agrees to maintain adequate books and records, including without limitation as specifically required herein, which shall be retained for a period of three (3) years in connection with the Program, and to make such records available to Network, its designee or state and federal agencies or investigators upon request.

7. **Independent Contractor.** The parties expressly acknowledge that they are "independent contractors" and that nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture relationship. Access Site understands and agrees that Access Site and Access Site's employees will not be treated by Network as employees for withholding, employee benefits, or federal or state income tax purposes, and to the extent permitted by law, Access Site will indemnify and hold Network harmless from any and all loss or liability arising with respect to such payments, withholdings, and benefits, if any.
8. [Intentionally Omitted.]
9. **Confidentiality and Protected Health Information.** Access Site acknowledges that Network is and may continue to become subject to certain confidentiality and nondisclosure agreements with manufacturers of Program Products that prohibit the disclosure of the names of any and all manufacturers and other confidential information specific to such manufacturers, and Access Site agrees to maintain the confidentiality of such information, subject to applicable law. Access Site and Network further acknowledge and agree that they will not exchange any "Protected Health Information" as such term is defined in the Health Insurance Portability and Accountability Act of 1996, and that the provision of PHI by either party will constitute a breach of this Agreement. However, if a party receives such information in the course of providing services pursuant to this Agreement each party agrees that it will hold such health and business information received from the Program confidentially, that it will not use or disclose it other than as permitted or required by applicable law, and that it will implement reasonable safeguards to protect the privacy and security of such information, including, if required, the execution of a Business Associate Agreement in a form reasonably acceptable to each party.
10. **Regulatory Inspections.** If any governmental or regulatory authority gives notice of its intent to take any regulatory action alleging improper or inadequate practices with respect to any activity of Access Site related to or in connection with the Program, then Access Site, if allowed by law, shall notify Network within three (3) business days after such contact or notice, or sooner if necessary to permit Network (if Network so desires) to be present at, or otherwise participate in, any such inspection or regulatory action with respect to the Program. Network shall have the right, but not the obligation, to be present at and to participate in such inspection or regulatory action, but only to the extent such inspection or regulatory action relates to the Program. Access Site shall provide Network with copies of all documentation issued by any governmental or regulatory authority in connection therewith and any proposed response thereto. If a pharmaceutical donor requires an onsite audit of their donation, Network shall have the right (but not the obligation) to be present at and to participate in any such inspection or audit with respect to the Program.
11. **Press Releases/Public Relations/Trademark.** Access Site agrees, when reasonable, to help Network promote the Program in the area to clients, physicians, other health care providers, and community and government leaders. Notwithstanding the foregoing, nothing in this Agreement gives Access Site any right to use the name of the Network or make reference to the Program except as is described in more detail on Attachment 1 or otherwise approved in advance by the Network. Any press release in relation to the Program must be submitted to the Network for approval at least seventy-two (72) hours before the anticipated publication date. Network reserves the right to publish press releases regarding the Program including press releases which mention the Access Site by name, and to use the name and logo of Access Site on Network's website solely for the purpose of identifying access sites participating in the Program. Network, either directly or through one of its affiliates, is the owner of certain existing and pending trademark registration numbers which are identified in more detail on Attachment 1. If Access Site desires to use the Hope Marks (as defined in Attachment 1), Access Site agrees to comply with the license terms of Attachment 1 in addition to any other terms in this Agreement concerning press releases, public relations and marketing. In the event Access Site uses the Hope Marks other than as permitted in Attachment 1, to the extent permitted by law, Access Site agrees to indemnify, defend and hold Network, its officers, directors, trustees, managers, employees and agents harmless, to the extent permitted by applicable law, from or against any third party claims incurred by reason of any act or failure to act by Access Site, its officers, directors, trustees, managers, employees or agents in connection with the Access Site's use of the trademark license.
12. **Assignment.** This Agreement may not be assigned by either party in whole or in part without the prior written consent of the other party, except that Network without such consent may assign this Agreement and its rights and obligations hereunder to any of its affiliates or any successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of the business to which this Agreement relates. Network shall always have the right to perform any or all of its obligations and exercise any or all of its rights under this Agreement through any of its affiliates.
13. [Intentionally Omitted.]
14. **Obligations.** The parties acknowledge and agree that nothing in this Agreement shall obligate Access Site to purchase, order, recommend, or arrange for the use of any Network product or services or the products or services of any affiliate of Network.

15. **Funding.** Access Site and/or third-party funders (the “Funding Partners”) pay subscription and/or access fees based on program participation to help ensure sustainability of the Program, which fees are paid up front on an annual basis. Network does not bill Access Site for Program Products.
- i. **Allowances/Benefits:** Network provides full subscription benefits for the amount of \$12,500 per year per pharmacy, or \$7,500 per year per clinic. Full subscription provides benefits of essentially unlimited amounts of donated medication as available in the Network’s inventory; provided however that in the event such amounts exceed normal and customary quantities as compared to other access sites in the Network, Network reserves the right to require Access Site to enter into an alternate funding arrangement, subject to the parties’ mutual written agreement. The subscription fee payable for this Agreement shall be prorated for the year beginning July 1, 2019 to account for the amount of the subscription fee that was unused during the Prior Agreement. Upon any renewal of this Agreement as of July 1, 2020, the full subscription fee will be payable for such contract year.
 - ii. **Failure/Inability to Pay:** If Access Site is not current with subscription payment (as defined by open accounts receivables of 60 days), Network reserves the right to suspend delivery of Program Products. If Access Site terminates this Agreement prior to the end of the Initial Term or any Renewal Term and prior to payment in full of its subscription payment, then Access Site is required to pay the invoice for the final subscription payment prior to receiving the last shipment of Program Products.
16. **Amendments.** Except as provided herein, and except for any amendments that may be contained in addenda attached hereto (if any), this Agreement may be amended only in writing signed by both parties hereto.
17. **Survival.** The provisions of Sections 6, 8, 9, 10, 11, 13 and 25 shall indefinitely survive the termination or expiration of this Agreement.
18. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts (including by means of telecopied signature pages), all of which taken together shall constitute one agreement.
19. **Notices.** Any notices provided for in this Agreement shall be sent to the other parties, via federal express or certified mail, at the addresses set forth below:
- | | |
|--------------------|--|
| If to Network: | Anita M. Stanford
Dispensary of Hope
2700 Brick Church Pike
Nashville, TN 37207
Tel: 888-428-HOPE (4673) |
| If to Access Site: | Catherine Collet, Chief Pharmacist
The George Prothro, MD Pharmacy of Tulsa County
2401 Charles Page Boulevard
Tulsa, OK 74127
Tel: 918-596-5575 |
20. **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with the terms.
21. **Non-exclusivity.** The parties agree that this Agreement is not exclusive and that either party may freely enter into, with other parties, other agreements similar in nature and type to this Agreement.
22. **Corporate Compliance.** Network has in place a Corporate Responsibility Plan that has as its goal to ensure that Network complies with federal, state and local laws and regulations. The plan focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Access Site acknowledges Network’s commitment to corporate responsibility. Access Site agrees to conduct its business transactions with Network in accordance with the principles of good corporate citizenship and a high standard of ethical and legal business practices.
23. **Stark Law, Anti-Kickback Statute, Civil Money Penalties Law, Anti-Corruption Law and Similar State Prohibitions.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including but not limited to the federal Stark law and regulations, the federal Anti-Kickback Statute and regulations, the federal civil money penalties law and regulations, the federal anti-corruption law and regulations, and similar state law and

regulatory prohibitions. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Stark law, Anti-Kickback Statute, the civil money penalties law, the Anti-Corruption Law or similar state prohibitions.

24. **Debarred, Exclusion from Federal Healthcare Programs.** Access Site represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as “employees”) has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). Access Site agrees to notify Network within five (5) business days of Access Site’s receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of Access Site or any of its employees on the Office of Inspector General’s exclusion list (OIG website), the General Services Administration’s Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control’s (OFAC’s) blocked list shall constitute “exclusion” for purposes of this paragraph. In the event that Access Site or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC’s blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to Network, unless Network elects in writing to continue this Agreement. For the purpose of this paragraph, the term “Federal Health Care Program” means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children’s health insurance program, or any similar program.
25. **Compliance with Social Security Act.** For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations promulgated pursuant thereto, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement, until the expiration of four (4) years after the furnishing of all products or services pursuant to this Agreement, the parties shall make available, upon written request, to the Secretary of the Department of Health and Human Services (“Secretary”), or upon request to the Comptroller General, of the United States (“Comptroller General”), or any of their duly authorized representatives, the Agreement, and books, documents and records that are necessary to certify the nature and extent of such costs. Access Site shall give Network notice immediately upon receipt of any request from the Secretary or the Comptroller General or any of their duly authorized representatives for disclosure of such information.
26. **Ethical and Religious Directives.** The parties acknowledge that the operations of Network are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (“Directives”) and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Network. It is the intent and agreement of the parties that this Agreement shall not be construed to require Network to violate said Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Directives.

Acknowledged and agreed to by the parties as of the date first written above:

DISPENSARY OF HOPE, LLC

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA ON BEHALF OF THE GEORGE PROTHRO, MD PHARMACY OF TULSA COUNTY

By: Anita M. Stanford
Signature
Name: Anita M. Stanford
Title: Chief Development Officer
Date: July 17, 2019

By: [Signature]
Signature
Name: _____
Title: _____
Date: _____

Attest: [Signature]
Michael Willis, County Clerk



ATTACHMENT 1

TRADEMARK LICENSE

As described in Section 11 of the Agreement, Network, either directly or through one of its affiliates, is the owner of (i) two U.S. Trademark Registration Nos. 3,466,302 and 3,466,301 for DISPENSARY OF HOPE and (ii) a pending application for U.S. trademark for



(hereinafter, the “Hope Marks”). If Access Site so desires, it may use the Hope Marks, in accordance with the license terms in this Attachment, in connection with its activities to promote the Program through fund-raising, training, education, and support in the manner and subject to the terms and conditions set forth below. The terms of this Attachment will apply to any use of the Hope Marks by Access Site.

1. **Grant of License.**

1.1 Subject to the terms and limitations set forth in this Attachment, Network hereby grants to Access Site a royalty free non-exclusive license to use the Hope Marks solely in connection with performance of its obligations under the Agreement and its activities to promote the Program.

1.2 Access Site specifically agrees that neither Access Site nor any of its divisions, subsidiaries or affiliates will adopt or use any trademark, service mark, trade name or other identification similar to the Hope Marks, without the prior written consent of Network.

1.3 Any use of the Hope Marks that is not expressly permitted by this Agreement is prohibited without the prior written consent of Network.

2. **Term and Termination.** The license granted hereunder shall be for a term commencing on the Effective Date of the Agreement and terminating on such date as the Agreement is terminated for any reason. Upon termination of the Agreement, Access Site shall forthwith discontinue all use of the Hope Marks. Paragraph 5 and 6 hereof shall survive the expiration or termination, for any reason whatsoever, of this Agreement.

3. **Quality Control.** Access Site understands that the Program will be publicly associated with the Hope Marks and acknowledges the importance of maintaining high, uniform standards of quality in the promotion and conduct of the Program. Access Site therefore agrees to perform its obligations under the Agreement in accordance with the terms thereof, and Network shall have the right to request an inspection of any marketing materials for the Program using the Hope Marks. Network shall have ten (10) business days after its receipt of any such request to object to any use of the Hope Marks, which such objection shall be made in good faith and in writing. Network’s failure to object shall be deemed approval. If Network objects, the marketing materials may not be used until approval is obtained, which approval shall not be unreasonably withheld.

4. **Compliance with Laws; Prohibited Activities.** Access Site shall comply with all applicable municipal, county, state, federal and other governmental body laws, ordinances and regulations relating to the promotion of the Program. Access Site shall not engage in any trade practice or other activity which is detrimental in any manner to the goodwill associated with the Hope Marks, or the goodwill or reputation of Network, its affiliates or their products.

5. **Rights to the Marks.** Access Site recognizes that all right, title and interest in and to the Hope Marks are the property of Network. Access Site further acknowledges that Access Site’s right to use the Hope Marks is derived solely from this Attachment and that all rights arising from or created by use of the Hope Marks by Access Site shall inure to Network benefit. Nothing contained herein shall operate to deprive Network of its full right, title and interest in and to the Hope Marks or be construed as a limitation upon the right of Network or its affiliates to use or license the Hope Marks. Access Site shall not at any time represent that it has any right, title, or interest in or to the Hope Marks except as provided herein, nor shall it directly or indirectly attack or assist another to attack the validity thereof or Network rights therein.

6. **Infringement of Marks.** Access Site shall promptly inform Network of any acts of trademark infringement, copyright infringement or unfair competition relating to the Hope Marks. Network in its sole discretion shall determine what, if any, action shall be taken. In the event Network shall make any claim or demand respecting such infringement or unfair competition, or shall institute a legal action with regard thereto, Access Site shall assist and cooperate with Network in any reasonable manner requested by Network.