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CPESN PARTICIPATING PHARMACY AGREEMENT

This CPESN Participating Pharmacy Agreement (this “Agreement”) is made as of _____, ____ (“Effective Date”), by and between CPESN USA, LLC (“CPESN”), a North Carolina limited liability company, and _____, a _____ (“Pharmacy” or “Participating Pharmacy”). CPESN and Pharmacy shall each be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the volume-based commodity model of the community pharmacy is unsustainable, yet community-based pharmacies operating often as the primary conduit for healthcare in rural and underserved areas of the country are in an excellent position to help patients achieve their healthcare goals; and

WHEREAS, the healthcare industry is accelerating its movement to pay for value, with the passage of the Medicare Access and CHIP Reauthorization Act of 2015 (“MACRA”) as further evidence of the national trend to reward providers for achieving elements of the framework for optimizing health system performance developed by the Institute for Healthcare Improvement known as the “Triple Aim”: better care for patients, improved population health, and lower growth in healthcare expenditures; and

WHEREAS, community pharmacy innovators continue to develop means by which to provide enhanced services to patients that go “above and beyond” conventional requirements common to outpatient pharmacy contracts; and

WHEREAS, CPESN was formed to assist participating community pharmacies (“Participating Pharmacies”) in benefitting their patients by providing access to enhanced services and to provide a catalyst for innovation through collaboration and practice improvement across locally and regionally formed pharmacy networks (“Local CPESN Networks”); and

WHEREAS, CPESN is dedicated to the advancement of medication optimization activities and related support for the purposes of community-based pharmacy sustainability and intends to build and maintain expertise in facilitating the creation of Local CPESN Networks and the collaborations therein while also maintaining expertise in improving and measuring the performance of those networks and their participants through facilitation of quality improvement and quality assurance activities as well as direct provision of select informatics support; and

WHEREAS, Pharmacy is duly licensed and has all qualifications, accreditations, credentials, and privileges required to dispense and sell pharmaceuticals and provide associated services, and for purposes of this Agreement, the term “Pharmacy” shall be deemed to refer to all pharmacy locations under common ownership or control with Pharmacy, the full list of each such location is attached hereto and incorporated herewith as Exhibit A; and

WHEREAS, CPESN coordinates the collection and exchange of ideas and best practices of Participating Pharmacies throughout the country; provides services and materials to enable successful delivery of identified pharmacist-led initiatives; and, at the appropriate stage of readiness, desires to organize, design, and promote clinically integrated engagements with public and private payers, accountable care organizations, or other entities; and

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WHEREAS, Pharmacy desires to become a Participating Pharmacy, and CPESN desires that Pharmacy become a Participating Pharmacy pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

A. **Duties and Obligations of the Parties.** The Parties shall abide by certain duties and obligations as follows:

1. CPESN shall:

- a. Enable Pharmacy to participate in the governance, direction, and operation of CPESN through the designation of a Local CPESN Network, which shall have the rights, obligations, and applicable definitions set forth in the CPESN Operating Agreement (“Operating Agreement”), with select relevant provisions of which are attached hereto and incorporated by reference herein as Exhibit D;
- b. Develop and refine on a continuing basis electronic applications and websites to support the operations of Participating Pharmacies, including a software application that provides information on Participating Pharmacies to users (“Pharmacy Finder”), a website permitting collaboration between Participating Pharmacies (“Collaboration Site”), and a website providing access to educational tools and modules applicable to the provision of clinical services (“Learning Management Site”);
- c. Provide direct quality assurance expertise and programming, inclusive of analytical feedback;
- d. Strive to meet legal and operational requirements prerequisite to, and may pursue status as a clinically integrated entity such that CPESN can act as a contracting entity on behalf of Participating Pharmacy on terms and conditions that shall be set forth in a separate agreement and subject to approval by the CPESN board, as more fully described in Exhibit C, attached hereto and incorporated by reference herein;
- e. Coordinate the collection and exchange of innovative ideas and best practices of Participating Pharmacies throughout the country;
- f. Develop and maintain from time to time reasonable policies, procedures, standards, criteria and requirements related to providing enhanced services to maintain quality and performance standards for, and facilitating collaboration among, Participating Pharmacies (“Policies”);
- g. Comply with the terms and conditions applicable to CPESN’s performances in this Agreement.

2. Pharmacy shall:

- a. Comply with applicable Policies, including complying with minimum standards (such as Quality Assurance, Technology, Minimum Service Set, and Quality Assurance Data Collection and Transmission standards) which shall be posted as they are developed at www.cpesn.com via log-in to the Collaboration Site;
- b. Upon reasonable request from CPESN, Pharmacy shall provide all documentation needed to demonstrate compliance with such Policies;

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- c. Utilize technology solutions, and maintain adequate technical capabilities, including but not limited to internet connectivity and an active email account appropriate to interface with, and utilize the electronic applications and websites provided by CPESN, and provide all applicable information related to such technical capabilities to CPESN upon request;
- d. Maintain updated and active user accounts in the Pharmacy Finder, the Learning Management System, and the Collaboration Site;
- e. Use Pharmacy Finder, the Learning Management System, and the Collaboration Site in accordance with all applicable laws, rules, regulations and the conditions set forth in this Agreement, applicable end user license agreements, and any other third party contractual requirements;
- f. Affiliate with or join at least one Local CPESN Network, and maintain compliance with that network's requirements;
- g. Comply with the terms and conditions applicable to Pharmacy's performance of this Agreement.

B. Term and Termination.

- 1. Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for a period of two (2) years from such date and year ("Initial Term") and thereafter shall automatically renew for successive one (1) year terms (each a "Renewal Term," and together with the Initial Term, the "Term") unless earlier terminated as set forth herein.
- 2. Termination.
 - a. In the event of a material breach of this Agreement, this Agreement may be terminated by the non-breaching Party upon written notice to the other Party, such termination which shall be contingent upon the breaching Party failing to cure such breach within ten (10) days of its receipt of such written notice from the non-breaching Party. The termination shall be effective immediately upon the expiration of such notice period. CPESN may terminate this Agreement immediately upon written notification from Pharmacy pursuant to Section F ("Compliance with Credentialing Requirements and Laws and Regulations") and all subsections therein.
 - b. Notwithstanding anything herein to the contrary, either Party may terminate this Agreement without cause at any time by providing sixty (60) days' prior written notice to the other Party.
- 3. Effect of Termination. In the event of termination, any Participation Fees, as defined herein, owed by Pharmacy shall be paid to CPESN within thirty (30) days of termination. The Participation Fee for the last month in which Pharmacy is a Participating Pharmacy shall be prorated to the date of termination.

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C. Participation Fee.

1. Participation Fee. In consideration for becoming a Participating Pharmacy, and receiving the services and status associated therewith as set forth herein, Pharmacy shall pay to CPESN a participation fee of eighty-five dollars (\$85.00) per month (the “Participation Fee”) per store location. Pharmacy shall pay a Participation Fee for each store location set forth on Exhibit A (the “Total Participation Fee”) using a method of transmission described in Exhibit F. All Participation Fees shall be non-refundable. CPESN reserves the right to waive or reduce Participation Fees under this section. No Participation Fees shall be charged to Pharmacy prior to April 1, 2018.
2. Payment Schedule. Pharmacy shall pay to CPESN the Total Participation Fee owed no later than ten (10) days following the end of each month in which Pharmacy is a Participating Pharmacy.
3. Modification. The Participation Fee may be reduced or increased with sixty (60) days’ prior written notice to Pharmacy. Should Pharmacy elect not to accept such modification to continue as a Participating Pharmacy, it may terminate this Agreement pursuant to subsection 2 (b) of Section B of this Agreement without the proposed fee modification being in effect through the date of such termination. Throughout the Term, CPESN may make additional products and services available to Pharmacy for an additional monthly fee, or establish performance incentive payments for the benefit of the Pharmacy. Any such additional optional programs and services that Pharmacy may elect to utilize shall be governed by separate terms and conditions provided to Pharmacy by CPESN and incorporated herein by amendment to this Agreement.

D. Confidential Information.

1. Definition. Each Party shall maintain the confidentiality of all confidential and sensitive, proprietary, confidential, or any other non-public health, business or financial information and data of the other Party, its affiliates and/or any of their respective employees, agents, customers, or Members, and of other Participating Pharmacies (collectively, “Confidential Information”). Such Confidential Information includes, but is not limited to: intellectual property trade secrets and other proprietary information of CPESN, fee schedules and payment criteria of any clinically integrated Payer Contract as that term is defined herein; clinical data and information collected from Participating Pharmacies; clinical data and information collected by CPESN from Participating Pharmacies; and confidential business operations, practices and procedures of Participating Pharmacies, including financial plans and budgets, contractual relationships or terms, practice management procedures, health information technology systems and/or systems or processes related to the specific operation of a Participating Pharmacy’s practice (as opposed to the provision of services to patients). Such Confidential Information shall not include (1) information that is or becomes publicly known without the breach of this Agreement; (2) information that is obtained from a third party without violation of any contractual obligation under this Agreement or any other legal obligation; or (3) information that is independently developed by a Party without the use of Confidential Information or through breach of this Agreement. The Parties also shall take all reasonable steps to ensure that no use not previously authorized, by themselves or by any third parties, shall be made of the Confidential Information without the other Party’s consent. In the event that the receiving party is requested or required (by oral questions, interrogatories,

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requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any information supplied to the receiving party or its representatives in the course of the party's dealings, the receiving party will provide the disclosing party with prompt notice of such request(s) so that the disclosing party may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.

2. Termination Effect. Upon any termination of this Agreement, each Party shall: (i) upon request deliver immediately to the other Party or certify to the other Party of the destruction of the other Party's Confidential Information in its possession, including but not limited to all documentation of Confidential Information, and all copies thereof; (ii) make no further use of it; and (iii) make reasonable efforts to ensure that no further use of it is made by either that Party or its officers, directors, employees, agents, contractors, or any other person or third party. If such return or destruction is not feasible, as reasonably supported by competent records and other written evidence, the Party will extend the protections of this Agreement to the information retained and limit further any use or disclosure to those purposes that make the return or destruction of the information infeasible. Each Party's confidentiality obligations under this Section shall survive any revocation, surrender or other termination of this Agreement.
 3. Irreparable Injury. The Parties agree that failure to abide by this Section will cause irreparable injury and, therefore, agree that in the event of a breach of this Section, each Party shall be entitled to enforce these covenants in equity by way of injunction to restrain the violation, threatened violation or continued violation thereof, without the requirement to post bond, and that such application for such an injunction shall be without prejudice to any other right of action that may accrued to such party by reason of the breach.
- E. **Contracting Facilitation.** CPESN may serve to facilitate contracting for Pharmacy as set forth in Exhibit C., incorporated by reference herein.
- F. **Compliance with Credentialing Requirements and Laws and Regulations.**
1. Maintenance of Credentialing. Pharmacy hereby represents and warrants to CPESN that it has and shall maintain during the Term all licenses, qualifications, accreditations, credentials, and privileges required to provide all applicable services in any applicable states in which Pharmacy operates. CPESN shall have the right to review the credentials or business operations of Pharmacy upon reasonable request. Pharmacy shall immediately notify CPESN in writing in the event that Pharmacy can no longer meet such representations and warranties, in which case Pharmacy is subject to termination for breach.
 2. Compliance with the law. Each Party hereby represents and warrants that it shall comply with all applicable local, state, and federal civil and criminal laws, regulations, and orders, including, but not limited to, federal criminal law, HIPAA, Title XVIII and XIX of the Social Security Act, the False Claims Act (31 U.S.C. 3729, et seq.), the anti-kickback statute (42 U.S.C. 1320a-7b(b)), the Civil Monetary Penalties law (42 U.S.C. 1320a-7a), the Physician Self-Referral law (42 U.S.C. 1395nn), Title 12 of the Code of Federal Regulations, and federal regulations governing the confidentiality of alcohol and drug abuse patient records codified at 42 C.F.R. Part 2. Furthermore, the parties shall comply with the Sherman Act of 1899, as amended, the Clayton Act of 1914, as amended, the Federal Trade

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Commission Act of 1914, as amended, and all other applicable federal, state, statutes, rules, regulations, and orders, that are designed or intended to prohibit, restrict, or regulate actions having the purpose or effect of monopolization or restraint of trade.

3. **HIPAA Compliance.** With regard to the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8 and as amended from time to time and associated rules, regulations, and standards, and the Health Information Technology for Economic and Clinical Health Act, and associated rules, regulations, and standards (all collectively “HIPAA”), the Parties shall comply with all applicable federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions with respect to the provision of healthcare services. The Parties shall maintain appropriate technical and organizational measures to comply with industry best practices and all applicable laws, rules, and regulations, including but not limited to HIPAA, with respect to its use, handling, security, storage, and disclosure of any Protected Health Information obtained from CPESN, or any Participating Pharmacy or its patients (collectively “Data”). Each Party shall immediately (and in any event, within five (5) days) after it becomes aware that any Data held, stored, processed, or maintained by it has been disclosed or revealed to, or accessed by, any unauthorized person, whether inadvertently or intentionally provide the other Party with written notice of any security breach and immediately investigate and take all steps to identify, prevent, and mitigate the effects of such security breach. Further, such Party shall promptly provide to the other Party a detailed description of the incident, the Data accessed, the identity (if known) of any affected individual(s), and such other information as such Party may reasonably request concerning the security breach and conduct any recovery necessary to remediate the impact. In addition to, and not in lieu of the indemnification obligation set forth in this Agreement, each Party acknowledges that the each Party shall bear any cost incurred as a result of such security breach to the extent such Data was under that Party’s control or in that Party’s possession, including the cost of any notification of any affected individuals required of or undertaken by CPESN. Each shall process, handle, and store any Data in accordance with applicable laws and regulations, and only to the extent necessary to carry out the purposes of this Agreement. The Parties acknowledge that, to the extent CPESN receives access to “Protected Health Information,” as defined by HIPAA, and performs any services using such Protected Health Information for or on behalf of a Participating Pharmacy, CPESN shall be a “Business Associate,” as defined by HIPAA, and the Parties shall execute and abide by the terms of the HIPAA Business Associate Addendum attached to this Agreement as Exhibit B and incorporated by reference herein.
- G. **Indemnity.** Each Party (“Indemnifying Party”) shall, at its own expense, to indemnify, defend, and hold harmless the other Party (the “Indemnified Party”) against any third party demands, actions, suits, damages, settlements, judgments, costs, liabilities, losses, claim, and expenses, including reasonable attorneys’ fees and costs incurred by the Indemnified Party, as a result of: (a) the Indemnifying Party’s willful or gross misconduct in performing its obligations under this Agreement; (b) the Indemnifying Party’s breach of this Agreement, any security breach, abuse, misuse or other disclosure of Confidential Information, as defined herein; (c) the inaccuracy or breach of any of the covenants, representations, and warranties made by the Indemnifying Party in this Agreement, or failure to comply with its applicable representations and warranties in Section F. of this Agreement, and (d) any failure to comply with any third party contractual agreement or arrangement.

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- H. **Limitation of Liability.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall have no liability for the acts of the Indemnified Party to the extent that a third party's claim damages are the result of the Indemnified Party's acts or omissions including but not limited to any act that violates local, state, or federal legislation, laws or regulations, including, without limitation, HIPAA.
- I. **Use of Brand and Logo.** CPESN hereby grants Pharmacy a limited, revocable, royalty-free non-exclusive license to use the CPESN name and/or logo in strict conformity with the standards as provided by CPESN, subject to the terms and conditions of the Agreement, and may not use the CPESN name and/or logo for any other purpose without the express written consent of CPESN. CPESN reserves the right to reasonably limit or revoke such authorized use. Similarly, to the extent applicable, Pharmacy hereby grants CPESN a limited, revocable, royalty-free non-exclusive license to use the Pharmacy name and/or logo solely in connection with its obligations under this Agreement, subject to the terms and conditions of the Agreement, and may not use the Pharmacy name and/or logo for any other purpose without the express written consent of Pharmacy.
- K. **Corrective Action.** As appropriate, CPESN shall take steps to address non-compliance by Pharmacy with performance requirements of the Agreement and of Policies, including adherence to standards referenced in Section A.2(a) of this Agreement. Pharmacy shall work in good faith with CPESN to improve performance and to identify and correct any areas of non- performance. Pharmacy acknowledges that if Pharmacy or any pharmacy site listed in Exhibit A fails to adhere to Policies or is deficient in meeting specified standards, CPESN reserves the right to use progressive remedial processes to improve compliance including but not limited to implementation of corrective action plans. Failure to comply with minimum standards outlined in Section A.2(a) is a material breach of this Agreement and can result in termination by CPESN pursuant to Section B.2(a) of this Agreement.
- L. **General Provisions.**
1. **Insurance.** Pharmacy shall, at its sole expense, carry and keep in full force and effect at all times during the Term of this Agreement insurance coverage that covers all of its duties and obligations under this Agreement. Pharmacy agrees to provide to CPESN, upon request, a copy of the certificate(s) evidencing such insurance coverage and shall provide written notice of any cancellations of or amendment to such coverage. The provisions of this subsection shall survive any termination or expiration of this Agreement for a period of one (1) year.
 2. **No Rights Transferred.** Nothing in this Agreement shall convey to Pharmacy any other rights, license, title or interest in any CPESN intellectual property, property interest, license or right. Nothing in this Agreement shall convey to CPESN any other rights, title or interest in or to any Pharmacy intellectual property, property interest, license or right.
 3. **Assignment.** This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Either Party shall have the right to terminate this Agreement immediately upon notice from the other Party of a change of control event.
 4. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties concerning the subject matter of this Agreement and supersedes any prior agreements,

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promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement.

5. Notices. All notices, demands, requests or other communications hereunder shall be made in writing and shall be personally delivered, sent by certified mail return receipt requested, sent by e-mail message, or sent by facsimile with concurrently printed confirmation of delivery, addressed as follows:

If to Pharmacy:

Attn:

If to CPESN:

Attn: General Counsel Shawn P.

Parker, Esq.

P.O. Box 2611

Raleigh, North Carolina 27602-2611

Email: legal@cpesn.com

Any such notice shall be deemed to be given and received on the day on which it was delivered or transmitted, or if mailed, on the date on which it was received. Either Party may change its address for service from time to time by giving notice thereof to the other Party in accordance with this subsection 5.

6. Amendment and Waiver. The Agreement shall be amended solely by a written document evidencing such amendment and signed by both of the Parties. Except as set forth herein, none of the terms of this Agreement shall be deemed to be waived or modified except by a written document drawn expressly for such purpose and executed by the Party against whom enforcement of such waiver or modification is sought. Failure or delay of either Party hereto to enforce any of its rights under this Agreement shall not be deemed a modification or a continuing waiver by such Party of any of its rights under this Agreement.
7. Third Party Beneficiaries. This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.
8. Binding Effect. Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, and permitted assigns.
9. Severability. Should any court or regulatory agency or body determine, in a form and manner which render such determination enforceable against either of the Parties, that any provision of this Agreement is void, invalid, unenforceable, or illegal, such determination shall not affect any other provision of this Agreement, and this Agreement, shall, if reasonable, be construed and performed as if such void, invalid, unenforceable, or illegal provision had never been contained herein.

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10. Governing Law and Choice of Forum. The validity and interpretation of this Agreement and any claim or dispute arising out of, or due to, the existence of this Agreement shall be governed by the laws of North Carolina without regard to conflicts of law principles thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within North Carolina. The Parties hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of the courts.
11. No Class Action/Mass Action. Pharmacy hereby agrees that it shall bring claims against CPESN, if any, only in its individual capacity, and shall not bring claims against CPESN as a plaintiff or class member in any purported class or representative action.
12. Counterparts. This Agreement may be executed, by original or facsimile/electronic signature, in any number of counterparts, each of which shall be regarded as an original but such counterparts shall together constitute one and the same agreement.
13. Relationship. Except as expressly set forth herein, this Agreement is not intended to create an agency relationship, joint venture, partnership, or any other form of legal relationship. Pharmacy shall not have the authority or power to bind CPESN to any additional contract or other legal obligation without CPESN’s prior express written consent. Except for as provided in Exhibit C, CPESN shall not have the authority or power to bind Pharmacy to any additional contract or other legal obligation without Pharmacy’s prior express written consent.
14. Not the Practice of Medicine. Nothing herein shall be deemed or interpreted to be or promote the practice of medicine or any clinical practice beyond the applicable authorized scope of licensure by Pharmacy. All terms, conditions and Policies are so conditioned and shall be interpreted accordingly.

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives on the dates shown below, to be effective upon execution by both Parties, as of the Effective Date.

CPESN USA, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Exhibit A
List of Locations For Participant

(To add or remove a pharmacy location, request a "Site Location Addendum" from legal@cpesn.com)

Each pharmacy location listed in this Exhibit A may designate a Local CPESN as a Primary Local Network, however pharmacy locations that are part of a common ownership are limited to the first 200 Primary Local Network designations for the purposes of attribution to the Local CPESN for Board of Manager appointment privileges.

Pharmacy Location (Site) #1:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First Name and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #2:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

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Pharmacy Location (Site) #3:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #4:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #5:

Pharmacy Name (Physical Pharmacy Location): _____

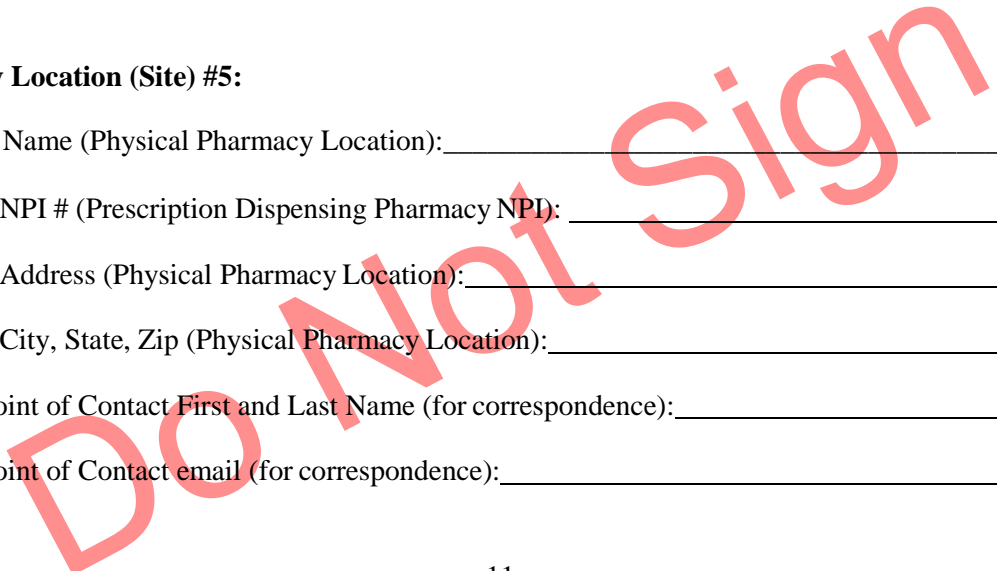
Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____



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Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #6:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #7:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #8:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

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Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #9:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #10:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #11:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

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Pharmacy Location (Site) #12:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #13:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #14:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

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Pharmacy Location (Site) #15:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #16:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #17:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

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Pharmacy Location (Site) #18:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #19:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

Pharmacy Location (Site) #20:

Pharmacy Name (Physical Pharmacy Location): _____

Pharmacy NPI # (Prescription Dispensing Pharmacy NPI): _____

Pharmacy Address (Physical Pharmacy Location): _____

Pharmacy City, State, Zip (Physical Pharmacy Location): _____

Primary Point of Contact First and Last Name (for correspondence): _____

Primary Point of Contact email (for correspondence): _____

Primary Point of Contact Phone Number (for correspondence): _____

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Exhibit B
Business Associate Agreement

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Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM (the “Addendum”) is made and entered into this ___ day of _____, 20___ (the “Effective Date”), and adds to and is made part of the CPESN Participating Pharmacy Agreement (the “Services Agreement”) by and between _____ (“Covered Entity”) and CPESN USA, LLC. (“Business Associate”). This Addendum is an integral part of the CPESN Participating Pharmacy Agreement as if fully set forth therein.

WITNESSETH:

WHEREAS, in connection with Business Associate’s performance under the Services Agreement, Business Associate will create, receive, maintain, and/or transmit Protected Health Information on behalf of Covered Entity;

WHEREAS, the parties desire to enter into this Addendum to permit Business Associate to Use or Disclose such identifiable health information and to comply with the business associate requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the privacy and security regulations promulgated thereunder, as currently in effect or as hereafter amended (the “HIPAA Privacy and Security Rules”);

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” shall include all amendments thereto set forth in the HITECH Act and the regulations promulgated thereunder, as currently in effect or as hereafter amended); and

WHEREAS, on January 25, 2013, the United States Department of Health and Human Services published its final omnibus rule modifying the HIPAA Privacy and Security Rules, as set forth in 78 Fed. Reg. 5566 (the “HIPAA/HITECH Omnibus Rule”).

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein by Covered Entity and Business Associate (each a “Party” and, collectively, the “Parties”) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 **Breach.** “Breach” shall have the same meaning as the term “Breach” set forth in 74 Fed. Reg. 42767-68 (Aug. 24, 2009), until codified at 45 C.F.R. § 164.402, upon which “Breach” shall have the meaning as codified at 45 C.F.R. § 164.402 upon the Compliance Date (as defined below).

1.2 **Compliance Date.** “Compliance Date” shall mean the date compliance with the applicable provision is required by HIPAA or the HIPAA Privacy and Security Rules, as applicable, provided that if

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such date occurs prior to the Effective Date of this Addendum, the Compliance Date shall mean the Effective Date of this Addendum.

1.3 Electronic Protected Health Information. “Electronic Protected Health Information” shall mean Protected Health Information transmitted by or maintained in “electronic media” (as such term is defined in 45 C.F.R. § 160.103).

1.4 Protected Health Information. “Protected Health Information” (“PHI”) shall have the same meaning as the term “Protected Health Information” set forth at 45 C.F.R. § 160.103, limited to the information received from, or created or received by Business Associate on behalf of, Covered Entity.

1.5 Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

1.6 Unsecured Protected Health Information. “Unsecured Protected Health Information” shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published at 74 Fed. Reg. 19006 (April 27, 2009), and in annual guidance published thereafter.

All other capitalized terms used, but not otherwise defined, in this Addendum shall have the same meaning for those terms as set forth in the HIPAA Privacy and Security Rules.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Not to Use or Disclose PHI Unless Permitted or Required. Business Associate agrees not to Use or Disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law, or as otherwise authorized by Covered Entity.

2.2 Use Safeguards. Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Addendum.

2.3 Mitigate Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of this Addendum.

2.4 Report Unpermitted Disclosures of PHI. Business Associate agrees to report to Covered Entity any Use or Disclosure of Protected Health Information not permitted or required by this Addendum of which Business Associate becomes aware.

2.5 Compliance of Subcontractors. In accordance with 45 C.F.R. § 164.502(e)(1)(ii), Business Associate agrees to ensure that any subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate, agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information.

2.6 Requests for Restrictions. Business Associate agrees to comply with any requests for restrictions on certain Disclosures of Protected Health Information to which Covered Entity has agreed in

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accordance with 45 C.F.R. § 164.522 and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding 45 C.F.R. § 164.522(a)(1)(ii), Business Associate agrees to comply with an Individual's request to restrict Disclosures of Protected Health Information, of which Business Associate has been notified by Covered Entity, to a health plan for purposes of carrying out "payment" or "health care operations" (as such terms are defined in 45 C.F.R. § 164.501) if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid in full by the Individual or the Individual's representative.

2.7 Provide Access. Business Associate will make available Protected Health Information in a Designated Record Set to Covered Entity or, if directed to do so in writing by Covered Entity, to an Individual or the Individual's designee, in accordance with the requirements of 45 C.F.R. § 164.524. Business Associate will make PHI available in the form and medium directed by Covered Entity, which may include electronic formats or media. Business Associate may not charge a fee for this service and may only charge costs reflective of actual costs incurred that are reasonable in amount and approved in advance by Covered Entity.

2.8 Incorporate Amendments. Business Associate will make available to Covered Entity Protected Health Information requested by Covered Entity as required for amendment of such Protected Health Information, and shall make and incorporate any such amendments, all in accordance with 45 C.F.R. § 164.526, which describes the requirements applicable to an Individual's request for an amendment to any Protected Health Information relating to the Individual. The obligations of Business Associate in this Section apply only to Protected Health Information in a "Designated Record Set" in Business Associate's possession or control as such term is defined at 45 C.F.R. § 164.501.

2.9 Document Disclosures. Business Associate will make available Protected Health Information requested by Covered Entity or an Individual as required to provide an accounting of Disclosures in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act. Such information shall be provided to Covered Entity, unless Covered Entity directs Business Associate in writing to make the accounting directly to the Individual. Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act.

2.10 Covered Entity Obligations. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s) as of the Compliance Date.

2.11 Disclose Practices, Books, and Records. If Business Associate receives a request, made on behalf of the Secretary, that Business Associate make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, then Business

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Associate will promptly comply with the request within the time period required for such response as

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specified in such request.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 Functions and Activities on Behalf of Covered Entity. Business Associate may Use or Disclose Protected Health Information for the purpose of meeting its obligations as set forth in this Addendum or as required by the Services Agreement.

3.2 Other Uses and Disclosures. Except as otherwise limited by this Addendum, Business Associate may Use and Disclose Protected Health Information as follows:

- a. if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such Disclosure, the following requirements are met:
 - i. the Disclosure is required by law; or
 - ii. Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- b. for data aggregation services, if to be provided by Business Associate for the health care operations (as such terms are defined in 45 C.F.R. § 164.501) of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Addendum, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

3.3 Minimum Necessary. Until such time as the Secretary issues regulations pursuant to the HITECH Act on what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall: (a) to the extent practicable, Use, Disclose, or request only Protected Health Information that is contained in a “limited data set” (as defined in 45 C.F.R. § 164.514(e)(2)); or (b) if needed by Business Associate, Use, Disclose, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.

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4. SECURITY RULE SAFEGUARDS

4.1 Implement Safeguards. Business Associate shall implement the administrative, physical, and technical safeguards set forth in 45 C.F.R. §§ 164.308, 164.310, and 164.312 that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity; in accordance with 45 C.F.R. § 164.316, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements set forth in Sections 164.308, 164.310, and 164.312; and, as of the Compliance Date, comply with Subpart C of 45 C.F.R. Part 164, where applicable, with respect to Electronic Protected Health Information.

4.2 Compliance of Subcontractors. In accordance with 45 C.F.R. § 164.308(b)(2), Business Associate agrees to ensure that any subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information.

4.3 Report Security Incidents. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Addendum, “Security Incident” means the successful unauthorized access, Use, Disclosure, modification, or destruction of Electronic Protected Health Information or interference with system operations in an information system, excluding: (a) “pings” on an information system firewall; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; (d) denial-of-service attacks that do not result in a server being taken offline; or (e) malware (*e.g.*, a worm or virus) that does not result in unauthorized access, Use, Disclosure, modification, or destruction of Electronic Protected Health Information. Business Associate agrees to mitigate, to the extent practicable, any harmful effect resulting from such Security Incident.

5. BREACH NOTIFICATION

5.1 Timing of Notification. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay, but in no event later than thirty (30) calendar days following the discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

5.2 Law Enforcement Delay. Notwithstanding the provisions of Section 5.1, above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

- a. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or
- b. if the statement is made orally, Business Associate shall document the statement,

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including the identity of the official making the statement, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

5.3 Contents of Notification. The Breach notification provided to Covered Entity shall include, to the extent possible:

- a. the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed during the Breach;
- b. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;
- c. a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- d. any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- e. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breach; and
- f. contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

Business Associate shall provide the information specified in this Section to Covered Entity at the time of the Breach notification, if possible, or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in this Section, and shall provide such information to Covered Entity even if the information becomes available after the thirty (30) day period provided in Section 5.1, above.

6. Obligations of Covered Entity

6.1 Limitations in Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

6.2 Changes in Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information,

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to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

6.3 Restriction on Use of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

6.4 Minimum Necessary. Covered Entity shall Disclose, and direct its other business associates to Disclose, to Business Associate only the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the permissible Use, Disclosure, or request in compliance with 45 C.F.R. § 164.502(b) and applicable guidance issued by the Secretary.

7. TERM AND TERMINATION

7.1 Term. The Term of this Addendum shall commence as of the Effective Date of this Addendum. This Addendum shall terminate upon the earlier of termination of the Services Agreement or termination in accordance with Section 7.2 below.

7.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach or violation hereof by Business Associate, Covered Entity shall provide written notice to Business Associate of the breach or violation, and Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within thirty (30) days of receiving notice of the breach or violation and Covered Entity has taken reasonable steps to cure such breach or end such violation during such thirty (30) day period, and such steps are unsuccessful, Covered Entity may terminate this Addendum. If Business Associate has breached a material term of this Addendum and cure is not possible, Covered Entity may immediately terminate this Addendum.

7.3 Effect of Termination. Upon termination of this Addendum for any reason, Business Associate will return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, and shall retain no copies of such information. If such return or destruction is not feasible, as reasonably supported by competent records and other written evidence of Business Associate, Business Associate will extend the protections of this Addendum to the information retained and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

8. MISCELLANEOUS PROVISIONS

8.1 Amendment. This Addendum cannot be amended except by the mutual written agreement of Business Associate and Covered Entity. In the event either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules, such Party shall so notify the other Party in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and shall amend the terms of this Addendum, if necessary, to bring it into compliance. If after such thirty (30) day period this Addendum fails to comply with the HIPAA

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Privacy and Security Rules with respect to the concern(s) raised pursuant to this Section, then either Party may terminate this Addendum upon written notice to the other Party.

8.2 No Third Party Beneficiary Rights. This Addendum is intended for the sole benefit of Business Associate and Covered Entity and does not create any third-party beneficiary rights.

8.3 Independent Contractor Relationship. The Parties agree that the legal relationship between Covered Entity and Business Associate is strictly an independent contractor relationship. Nothing in this Addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between the Parties.

8.4 Headings. The section headings contained in this Addendum are for reference purposes only and will not affect the meaning of this Addendum.

8.5 Survival. The rights and obligations of Business Associate under Section 7.3 of this Addendum shall survive the termination of this Addendum.

8.6 Interpretation. All Protected Health Information shall be subject to and treated in accordance with this Addendum and shall not otherwise be considered “confidential information” under the Services Agreement. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with the HIPAA Privacy and Security Rules. In the event of inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, the HIPAA Privacy and Security Rules in effect at the time shall control. In the event of inconsistency between this Addendum and the Services Agreement, the terms and conditions of this Addendum shall control.

8.7 Waiver. Any failure of a Party to exercise or enforce any of its rights under this Addendum will not act as a waiver of such rights.

8.8 Binding Effect. The Addendum shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.

8.9 Severability. If any provision of this Addendum is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Addendum, the legality, validity, and enforceability of the remaining provisions of this Addendum shall not be affected thereby.

8.10 Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

8.11 Integration. This Addendum is incorporated into and made a part of the Services Agreement. Except as amended by this Addendum, the Services Agreement will remain in full force and effect. This Addendum, together with the Services Agreement as amended by this Addendum, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all written or oral agreements heretofore made, including, but not limited to, any business associate

agreements or addenda or agreements related to patient data and the access, Use, privacy, security, and confidentiality of patient data previously entered into between the Parties.

[Signature Page to Follow]

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[Signature Page to Business Associate Addendum]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum which is effective as of the date first above written.

COVERED ENTITY:

By: _____

Title: _____

BUSINESS ASSOCIATE:

CPESN USA, LLC

By: _____

Title: _____

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Exhibit C Contracting Facilitation

A. Payer Contracts and Programs

1. Payer Contract Defined. For the purpose of this Agreement, “Payer Contract” means any agreement with a private, state, local, or federal health care program, insurance company, managed care organization, employer or other entity relating to the payment for healthcare goods or services coordinated or furnished by a Participating Pharmacy or any agreement to participate in grants, pilot programs, care coordination shared or other performance incentive programs.
2. No Guarantee of Payer Contracts. Pharmacy acknowledges and agrees that CPESN does not guarantee that CPESN will enter into any Payer Contract in which Pharmacy will be eligible to participate. CPESN shall not be liable to Pharmacy for a payer’s performance of the Payer Contract and CPESN’s duty to make payments to Pharmacy under any Payer Contract shall be contingent on CPESN’s prior receipt of such payment.
3. Non-Exclusivity. Participation in any Payer Contract by Pharmacy shall be on a nonexclusive basis. Nothing in the Agreement shall preclude the Pharmacy from affiliating or participating in agreements with payers outside of CPESN. Provided, however; Pharmacy may not use any Confidential Information as defined in this Agreement, in performance of any other agreement with a payer, including any know-how fee information, intellectual property, trade secrets, policy, software or website of CPESN or a Participating Pharmacy. Violation of this provision shall subject Pharmacy to termination for breach, litigation for incidences and injunctive restraint.
4. Access to Performance Data. CPESN shall compile and submit Pharmacy performance data as required under any Payer Contract. Pharmacy shall make available relevant data in a timely manner. For the purposes of quality assurance and to support clinical integration activities, Pharmacy shall provide CPESN with access to the data and information necessary to collect, analyze, track, and report data relative to Pharmacy’s performance pursuant to all applicable laws, regulations, and data use agreements. Data requirements and/or performance metrics will follow nationally recognized criteria where possible and CPESN metric selection protocols, and be approved by relevant CPESN committees.
5. Antitrust Compliance. In all of its activities, including but not limited to its relations with payers, its contracting practices and in accordance with this Exhibit, CPESN shall comply with all federal and state antitrust laws. CPESN does not condone or encourage, nor will it facilitate any form of anticompetitive activity by any Participating Pharmacy. Pharmacy agrees to operate accordingly and in compliance with all relevant state and federal antitrust laws.

B. Contracting Authority.

1. Clinical Integration Contract. Subject to user review and upon reconfirmation in each case: (1) that CPESN and its local network members are sufficiently “clinically integrated” pursuant to the Department of Justice and Federal Trade Commission Statements of Antitrust Enforcement Policy in Healthcare (1996) (“DOJ and FTC Healthcare Statements”) at Statements 8 and 9; and

(2) that joint contracting by CPESN on behalf of its members concerning price or other terms is reasonably necessary to accomplish the procompetitive benefits of the integration, and therefore CPESN may choose to make reasonable efforts to negotiate, enter into, and present to Participating Pharmacies for their consideration, Payer Contracts on terms generally acceptable to Participating Pharmacies. CPESN may take any action and execute any instruments to effect any and all documents necessary for participation in a Payer Contract. In negotiating payer contracts (including any renewal or amendment of an existing Payer Contract), CPESN shall not have the apparent or actual authority to bind any Pharmacy to any contractual obligation prior to the presentation and opportunity to opt out specified in subsection B.3 of this Exhibit C. Each Payer Contract and each amendment to an existing payer contract shall be subject to the prior approval of the CPESN board.

2. Messenger Model Contracts. For arrangements with payers that do not contemplate the engagement of a clinically integrated entity, CPESN has limited power of attorney to contract on behalf of Pharmacy using the “Messenger Model” as that term is described in the DOJ and FTC Healthcare Statements at Statement 9, once Pharmacy has independently determined to accept the terms proposed by a payer and CPESN, as “messenger” is so informed. Up and until there has been a determination, evidenced by a CPESN board resolution regarding the same, that CPESN is “clinically integrated” pursuant to the guidance provided by DOJ and FTC Healthcare Statements, Statements 7 and 8, CPESN shall employ a “messenger model” procedure or otherwise ensure that each Pharmacy exercises independent decision making as to participation in payer contracts. CPESN shall utilize appropriate safeguards and firewalls to prevent dissemination of Pharmacy fee and/or other competitively sensitive information.

3. Opt Out Rights. CPESN shall provide as much advance notice as possible of the potential of a new Payer Contract. All Payer Contract terms, including all documents incorporated by reference and all official payer policies and procedures shall be available for review by Pharmacy through the secure Collaboration Site portal at www.cpesn.com or other secure mechanism. Pharmacy shall have a thirty (30) day period after receiving notice of recommended acceptance of a contract by CPESN to notify CPESN in writing of its intent to opt out of any such agreement for any reason. Failure to opt out shall be deemed acceptance of the terms of the Payer Contract.

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Exhibit D
Applicable Provisions from CPESN USA, LLC Operating Agreement

Section 1.1 Definitions

“**Local CPESN**” is a Community Pharmacy Enhanced Services Network formed at a local, state, or regional level comprised of a number of participating community pharmacies located within the designated region, or groups of regions, or other manner of organization and which has been approved pursuant to policies established by a Majority of Managers as a Local CPESN Chapter pursuant to the Company’s applicable policies and procedures, including but limited to execution and continued participation in good standing by the Local CPESN pursuant to the terms of the CPESN USA Network Affiliation Agreement between Local CPESN and Company.

“**Member**” means each Person admitted as a member of the Company and listed on Schedule I attached hereto, or any additional member admitted as a member of the Company in accordance with Article hereof. “Members” refers to such Persons as a group. The Initial Members shall be (i) “Community Care of North Carolina, Inc.” and (ii) “The National Community Pharmacist Association”.

“**Participating Pharmacy**” the community pharmacy or participating site of such pharmacy that has executed a CPESN USA Participating Pharmacy Agreement and is current on all requirements of such CPESN USA Participating Pharmacy Agreement.

“**Person**” means an individual, a trust, an estate, or a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, an unincorporated association, or another entity.

Section 3.1. Managers; Appointment and Resignation.

(a) The business of the Company shall be managed by a Board of Managers comprised of (i) one Manager appointed by each Member (each a “**Member Manager**”) and (ii) by one or more Managers who shall be appointed from time to time by Local CPESNs in accordance with Subsection 1.1(b) (each a “**Network Manager**”). Any Manager may resign at any time by giving written notice of such Manager’s intention to do so to the Members and the other Managers, and such Manager shall be replaced by the Person responsible for the appointment of that Manager at any time by giving written notice to Company. Any Manager may be removed and/or replaced by the Person responsible for the appointment of that Manager at any time by giving written notice to Company. A Network Manager may be removed, by the by action of a Majority of Managers (excluding the Network Manager that is being considered for removal) whenever, in their judgment, the best interests of the Company will be served. A Network Manager so removed, shall be replaced by the Person responsible for the appointment of that Manager. If at any time the Company shall have only one Manager, references herein to “Managers” and all provisions herein for multiple Managers shall be deemed to refer to a single Manager. No Manager shall be required to manage the Company as the Manager’s exclusive function and any Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Managers are not required to be North Carolina state residents or Members of the Company. All Managers shall be appointed for one-year terms beginning each year in October. A Manager may be reappointed any number of times.

(b) Each Local CPESN with at least forty (40) duly Participating Pharmacies electing the Local CPESN as its primary Network, as measured on **August 1** of each year, may appoint one (1) Network Manager, and each Local CPESN with at least four hundred (400) such duly Participating Pharmacies electing the Local CPESN as its primary Network as of said date may appoint an

additional one (1) Network Manager for the total of two (2) appointed Network Managers. To be eligible to serve as a Network Manager pursuant to this Section 3.1(b), the individual shall be a licensed pharmacist practicing at least five hundred (500) hours per year, and either own or co-own at least one Participating Pharmacy from those that have elected the local CPESN as its primary Network. If at any time during the year, the Local CPESN fails to maintain the number of participating pharmacies that granted this appointing authority, the Network Manager(s) so appointed shall be removed and shall not be replaced until the next date of measurement.

10.1 Transferability. The term “transfer” when used in this Agreement with respect to a Unit or a Membership Interest shall be defined as:

(a) Any sale, assignment, gift, pledge, encumbrance, exchange or other disposition of a Unit or Membership Interest to any party other than (A) a current Member or (B) a subsidiary or affiliate within the Controlled Group as that term is defined at 26 CFR 1.1563-1 of a current Member.

(b) With respect to a Member that is part of a parent-subsidary Controlled Group as that term is defined at 26 CFR 1.1563-1, any transaction involving a member of such parent-subsidary Controlled Group the result of which is that the Member is no longer a part of such parent-subsidary Controlled Group.

10.2 Restrictions on Transfers of Units/Membership Interests.

(a) All or part of a Unit or Membership Interest may be transferred only in accordance with the terms and conditions set forth in this Section 10.2. Such terms and conditions shall be subject to any additional terms and conditions agreed upon by the Members, including those set forth in a Subscription Agreement, if and to the extent applicable. In addition, any approved transferee shall become a Member only upon execution of a joinder agreement pursuant to which such transferee agrees to be bound by the terms and conditions of this Agreement.

(b) A Member may transfer its Unit or Membership Interest only with unanimous written consent of all Members. In addition, if the transfer is so approved and the closing of the transfer is to occur after the transferring Member has received in aggregate distributions greater than or equal to that Member’s aggregate Initial Capital Contribution as set forth in the Contribution Agreement, or the amount actually contributed as of the effective date of the transfer if the Member has failed to fund the aggregate amount identified as its Initial Capital Contribution, then in addition to the Members’ approval the Member shall be authorized to transfer its Membership Interest only upon receipt of written consent from a majority of affirmative votes of all votes cast by Participating Pharmacies. The Company shall establish procedures to ensure Participating Pharmacies receive appropriate notice as to such event and that the notice contains at a minimum information regarding the proposed transferee and the terms and conditions of such transfer.

(c) Unless and until admitted as a Member of the Company in accordance with this Article 10, the transferee of a Unit shall not be entitled to any of the rights, powers, or privileges of a Member, and any such purported transfer shall be void ab initio.

10.3 Admission of New Members. A Person may be admitted as a new Member of the Company other than pursuant to the terms and conditions of a transfer as set forth in Sections 10.1 and 10.2 solely upon satisfaction of the following:

(a) If the Initial Members will continue to own a majority of the Units of the Company following the admission of the new Member, then upon:

(i) the unanimous written consent of the Initial Members;

(ii) Execution of an agreement evidencing such Person’s agreement to be bound by all the terms and conditions of this Agreement and such other terms and conditions as the Initial Members may determine;

(iii) Execution of a Subscription Agreement, if and to the extent applicable;

(iv) Execution and delivery to the Company the information necessary to enable the Company to file Internal Revenue Service Form 8308, as and to the extent required under Section 6050K of the Code and the Treasury Regulations promulgated thereunder;

(v) Payment by such Person of such reasonable expenses as the Company may incur in connection with the Person's admission as a Member; and

(vi) If so required by the Initial Members, receipt by the Company of an opinion of counsel, satisfactory in form and substance to the Initial Members, that neither the offering nor the proposed sale of the Unit(s) will violate any federal or applicable state securities law and that neither such offering or sale will adversely affect the Company from being taxed as a partnership for federal income tax purposes.

(b) If the Initial Members will not own a majority of the Units of the Company following the admission of the new Member, then upon:

(i) the unanimous written consent of the Initial Members;

(ii) the written consent of Members (other than the Initial Members) holding a majority of the Units issued to all Members other than the Initial Members;

(iii) receipt of written consent from a majority of affirmative votes of all votes cast by Participating Pharmacies;

(iv) Execution of an agreement evidencing such Person's agreement to be bound by all the terms and conditions of this Agreement and such other terms and conditions as the Initial Members may determine;

(v) Execution of a Subscription Agreement, if and to the extent applicable;

(vi) Execution and delivery to the Company the information necessary to enable the Company to file Internal Revenue Service Form 8308, as and to the extent required under Section 6050K of the Code and the Treasury Regulations promulgated thereunder;

(vii) Payment by such Person of such reasonable expenses as the Company may incur in connection with the Person's admission as a Member; and

(viii) If so required by the Initial Members, receipt by the Company of an opinion of counsel, satisfactory in form and substance to the Initial Members, that neither the offering nor the proposed sale of the Unit(s) will violate any federal or applicable state securities law and that neither such offering or sale will adversely affect the Company from being taxed as a partnership for federal income tax purposes.

Do Not Sign

Exhibit E

Data Sharing Attestation and Authorization
(For use with Vendor Data Sharing Agreement)

By my signature below, I attest that the pharmacies listed in Exhibit A of this Agreement, as amended from time to time by a *Site Location Addendum*, have a Business Associate Agreement (“BAA”) in place with one or more Pharmacy Management Systems (“PMS”) or Clinical Documentation Systems (“CDS”) that collaborate with CPESN USA, LLC through a data sharing agreement (vendors with active data sharing agreements are listed as participants on the www.cpesn.com website) to provide health care services and documentation of those services allowing that PMS to access and use Protected Health Information (“PHI”) and Personally Identifiable Information (“PII”) as those terms are defined in federal statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended, for the purposes permitted by that BAA. I also attest that the above pharmacies have a Business Associate Agreement (“BAA”) in place with CPESN USA, LLC (a Clinically Integrated Network of pharmacies) through its CPESN USA, LLC Participation Agreement and elect to share Pharmacist eCare Plan data and other data generated through the course of providing health care products and services with CPESN USA, LLC for the purposes of Clinical Integration, namely for quality assurance, quality improvement and best practices dissemination.

No further assurances or writings shall be necessary to enable the PMS and CDS systems described above to share data provided by these entities with CPESN USA, LLC, and by my signature below I hereby authorize the PMS and CDS’s described above to send data directly to CPESN USA, LLC per the guidelines and specification provided in the CPESN USA, LLC Fill History & Clinical Data Transmission Standards document maintained, modified and improved from time to time by CPESN USA, LLC, available to Participating Pharmacies upon request or by log-in to the www.cpesn.com website when available.

My signature is effective as of the date provided for below.

By: _____
Name: _____
Title: _____
Date: _____

Exhibit F

AUTOMATED CLEARING HOUSE (ACH) PREAUTHORIZATION AGREEMENT		
PART I: REASON FOR SUBMISSION		
<input type="checkbox"/> New ACH Preauthorization <input type="checkbox"/> Revision to Current ACH Preauthorization (e.g. account or bank changes)		
PART II: ENTITY INFORMATION		
Legal Business Name of Account Holder		
Account Holder's City	Account Holder's State	Account Holder's Zip Code
PART III: FINANCIAL INSTITUTION INFORMATION		
Financial Institution Name		
Financial Institution City/Town		Financial Institution State
Financial Institution Telephone Number		Financial Institution Contact Person
Financial Institution Routing Transit Number (nine digit)		
Depositor Account Number		Type of Account (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Please include a confirmation of account information by attaching a voided check below. This information will be used to verify your account number.		

Do Not Sign

PART IV: ACH AUTHORIZATION

I (we) hereby authorize CPESN USA, LLC to electronically debit my (our) account indicated below and, if necessary, electronically credit my (our) account to correct any duplicate or erroneous entries made in error from the account indicated above. I hereby authorize the financial institution/bank named below to credit and/or debit as follows:

Amount of debit(s): \$85.00 per pharmacy location listed in the CPESN USA, LLC Participation Agreement

Date(s) and/or frequency of debit(s): Monthly, Drafted on the 1st of Each Month

This authorization agreement is effective as of the signature date below and is to remain in full force and effect until I (we) notify CPESN USA, LLC that in writing by mail to 2300 Rexwoods Drive, Raleigh NC 27607. I (we) understand that CPESN USA, LLC requires at least 14 days prior notice in order to cancel this authorization. If my Financial Institution information changes, I (we) agree to submit to CPESN USA, LLC an updated EFT Authorization Agreement. I (we) have read and agree to all of the terms and conditions on this page and any other contract or document that accompanies this agreement.

By signing below, I am agreeing that I have the authority of the accountholder to authorize CPESN USA, LLC to make ACH debits from the named account above.

SIGNATURE LINE

Authorized/Delegated Official Name (Print)	Authorized/Delegated Official Phone Number
Authorized/Delegated Official Title	Authorized/Delegated Official Email
Authorized/Delegated Official Signature	Date

Do Not Sign