

SPECIALTY PHARMACY SERVICES PARTICIPATION AGREEMENT

THIS SPECIALTY PHARMACY SERVICES PARTICIPATION AGREEMENT (this "Agreement"), dated as of _____ is between Aureus Health Services, LLC, a Delaware limited liability company with offices at 305 Merchant Lane, Pittsburgh, PA 15205 ("Aureus" or "Aureus Health Services"), and _____ [Insert Name of Pharmacy] located at _____ [Insert Address of Pharmacy] ("Pharmacy").

WHEREAS, Member Pharmacy desires to participate in the Specialty Pharmacy Services Program (the "Program") offered by CARE Pharmacies Cooperative, Inc. ("CARE Cooperative") and administered by Aureus;

WHEREAS, as a condition to such participation, Member Pharmacy is required to enter into this Agreement;

Now, therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Services & Fees

1.1 Services. Aureus agrees to provide the services (the "Services") related to the Program in a competent and professional manner, consistent with standards of Pharmacy practice. Such Services are described in the attached Exhibit 1. Aureus shall be required to begin providing Services to member pharmacies that have a signed participation agreement in place when the program commences, which shall be on the Commencement Date (the "Commencement Date"). The Commencement Date shall be a date mutually agreed upon by the parties hereto but in any event shall be consistent with the Master Specialty Pharmacy Services Agreement between Aureus and CARE Cooperative. Member Pharmacy agrees to execute and deliver to Aureus any and all such documentation and agreements necessary for Aureus to provide the Services, including without limitation, with respect to HIPAA compliance, and to cooperate fully with Aureus in connection with the provision of services pursuant to the Program. Aureus shall have no obligation to provide services to Member Pharmacy if it does not so provide such documentation and agreements or otherwise cooperate fully with Aureus.

1.2 Drug Lists & Fees. The Member Pharmacy shall pay an annual membership fee of \$500.00 during the Program. In addition, Member Pharmacy shall choose between the two drug formulary lists: (a) Schedule A - CARE Pharmacies Specialty Network Formulary Drug List and (b) Schedule B - CARE Pharmacies Specialty Network Formulary Drug List. Such drug lists are detailed in the attached Exhibits 2A and 2B. The Member Pharmacy will pay the monthly participation fees ("Fees") detailed in Exhibit 3 hereto, which Fees shall be based upon which drug list Member Pharmacy chooses. Such Fees shall be due and payable upon receipt of an invoice, and such Fees and the annual membership fee will be paid by the Member Pharmacy to CARE Cooperative who shall then provide the payments to Aureus. Member Pharmacy shall be and remain liable for the payment of the invoice, and any failure by Member Pharmacy to pay such invoice shall subject the Member Pharmacy to possible termination of Program participation.

2. Confidential Information; Other Restrictive Covenants

2.1 Confidentiality. Except as otherwise required by law, each party will keep strictly confidential and will never use or disclose the Confidential Information of the other party, will limit disclosures to employees who have a need to know such Confidential Information (and who are bound by the restrictions set forth herein with respect to the use and disclosure of such confidential information), and will deliver to the other party all copies of all paper, electronic and other records within its possession or control containing such information promptly upon the request of other party or upon the expiration or other termination of this Agreement. As used herein, "Confidential Information" means information and data

relating to the party or its business, operations, processes (including, without limitation, its business, operations, plans, personnel, finances, products and services) obtained by the other party ("Disclosee") in connection with this Agreement except information which (i) is known by the Disclosee prior to being obtained hereunder, (ii) is obtained by the Disclosee from a third party other than hereunder without breach of any nondisclosure obligation, or (iii) is or becomes public knowledge through no fault of the Disclosee.

2.2 Non-Solicitation of Employees. Member Pharmacy agrees that during the Term and for a period of two (2) years thereafter, without obtaining the prior written consent of Aureus, it shall not directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment with Aureus, employ or engage as an independent contractor, any employee of Aureus with whom the Member Pharmacy had more than incidental contact or who became known to the Member Pharmacy in connection with the performance of services pursuant to this Agreement, except (i) pursuant to a general solicitation through the media or by a search firm, in either case, that is not directed specifically to any employees of Aureus, unless such solicitation is undertaken as a means to circumvent the restrictions contained in, or conceal a violation of this Section 2.2; or (ii) if Aureus terminated the employment of such employee prior to Member Pharmacy having solicited or otherwise contacted such employee or discussed the employment or other engagement of such employee.

3. Indemnification; Limitation of Liability

Member Pharmacy shall defend, indemnify and hold harmless Aureus, its officers, directors, affiliates, employees, stockholders, members and agents, harmless from any liability, claim, loss, cost, damage, or expense, including reasonable attorneys' fees and expenses, arising out of the provision by Aureus of services hereunder (other than to the extent caused by Aureus's failure to adhere to any applicable law, rule or regulation, or the gross negligence or willful misconduct of Aureus) or Member Pharmacy's failure to adhere to any applicable law, rule or regulation or its negligence or willful misconduct under or in connection with the performance of its obligations under this Agreement.

4. Representations and Covenants of the Parties

Member Pharmacy represents, warrants and covenants as follows:

- (a) It has full corporate power and authority to enter into this Agreement and perform its obligations hereunder. Without limiting the foregoing, Member Pharmacy represents and warrants that neither the execution nor the performance of this Agreement will conflict with any of their respective agreements, arrangements or understandings to which it is a party or is subject.
- (b) It will comply with all applicable federal, state and local laws, rules and regulations in handling, selling and dispensing prescription medication and conducting its business operations.
- (c) It possesses all licenses, permits, and other governmental authorizations necessary to operate as a pharmacy.
- (d) It shall fulfill its respective responsibilities set forth in this Agreement in a professional manner and in accordance with generally accepted industry practice.
- (e) That it shall verify that each prescription has been written for dosages and frequencies of administration that are within FDA approved guidelines for each such prescription and any package insert or are as otherwise directed by the prescribing physician.
- (f) It shall provide information regarding any prescription medication and communicate with patients, healthcare providers, and physicians in accordance with applicable laws, rules and regulations.

- (g) It shall conduct its communications with patients, physicians and third party payors in a factual and competitively responsible manner and shall not state, imply, or otherwise suggest, whether in written materials, oral communication or any other medium, that its role, status or participation as a provider is other than as set forth in this Agreement.
- (h) During the Term and for two (2) years thereafter, or longer if required by applicable law, it shall maintain records necessary to verify performance of and compliance with this Agreement.

5. Term and Termination

This Agreement shall commence as of the Commencement Date and, subject to the termination provisions contained herein, shall continue in full force until the earlier of (i) the discontinuance of the Program by CARE Cooperative, or (ii) the cessation of Pharmacy Member's membership in CARE Cooperative. In the event of a default or breach by Member Pharmacy hereunder, Aureus may terminate this Agreement upon not less than thirty (30) days' prior written notice to Member Pharmacy, unless such default or breach is cured within thirty (30) days of the notice of termination, except that this Agreement shall immediately terminate if any Member Pharmacy license, permit, and/or registration required to operate a pharmacy, possess prescription drugs, or otherwise engage in the provision of pharmaceutical care is revoked, suspended, terminated, or surrendered. In addition, Aureus may terminate this Agreement upon written notice to Member Pharmacy if the Member Pharmacy files a petition in bankruptcy, is adjudicated bankrupt, makes a general assignment for the benefit of its creditors, is voluntarily or involuntarily dissolved or is excluded from participation under federal or state health care programs. Notwithstanding the termination of this Agreement, the provisions of Sections 2, 3, 4(h), 5 and 6, 7.9 and 7.10 shall survive termination.

6. HIPAA Compliance

It is understood and agreed that in performance of its obligations hereunder, Aureus may serve as Covered Entity or Business Associate, as those terms are defined under HIPAA (as defined below), depending on, among other things, which party serves as the dispensing pharmacy to a Member Pharmacy customer patient. As such, the parties agree that as it pertains to obligations performed by Aureus hereunder in its capacity as a Business Associate, the terms of the business associate agreement attached hereto as Exhibit 4 are incorporated herein by reference and agreed to by the parties.

7. General Provisions

7.1 Force Majeure. Any delay or failure in the performance of any of the duties or obligations of any party hereto shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay or failure has been caused by or is the result of any acts of god; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; fires; explosions; floods; regulatory restrictions or actions of regulatory agencies; shortages of raw material or energy; or other causes beyond the reasonable control and without the fault or negligence of the party so affected.

7.2 Amendment. This Agreement may not be modified or amended except by a writing signed by both parties. The parties agree to amend this Agreement to the extent necessary to comply with any changes in any applicable laws, rules, and/or regulations.

7.3 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof. To be effective, all waivers must be in writing and signed by the party to be charged.

7.4 Assignment/Subcontracting. Member Pharmacy may not assign any of its rights or obligations or subcontract the performance of any of its obligations under this Agreement without the prior written consent of Aureus. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of the parties. Any purported assignment in violation of this provision shall be void.

7.5 Relationship of the Parties. The relationship between Aureus and Member Pharmacy and their respective employees and agents is that of independent contractors, and none shall be considered an agent or representative of the other for any purpose, nor shall any party or its agents or employees hold themselves out to be an agent or representative of any other party for any purpose except that, in connection with provision of Program services, Aureus employees may identify themselves as being affiliated with Member Pharmacy as necessary in connection with provision of the services. Except as otherwise set forth herein neither Aureus nor Member Pharmacy will be liable for the activities of the other or the agents and employees of the other, including without limitation any liabilities, losses damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with (a) any failure to perform any of the agreements, terms, covenants or conditions of this agreement; (b) any negligent act or omission or other intentional misconduct; (c) the failure to comply with any applicable laws, rules or regulations; and (d) any accident, injury or damage.

7.6 Entire Agreement/Binding Effect/Governing Law. This Agreement (i) contains the entire agreement between the parties respecting its subject matter, superseding all prior oral and written representations, agreements and understandings between the parties with respect thereto, (ii) shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns; and (iii) shall be construed in accordance with and governed by the internal laws of the State of New York without giving effect to principles of conflicts of law provisions thereof.

7.7 Insurance. Aureus and Member Pharmacy shall each maintain such policies of insurance or programs of self-insurance for general liability, professional liability and other insurance of the types and in amounts customarily carried by other companies in its line of business, but in any event, errors and omissions / professional liability for bodily injury or wrongful death associated with the dispensing of prescription medication and the associated specialty Member Pharmacy services contemplated hereby. Proof of such insurance shall be available to each party upon request. Each party shall maintain, at their respective expense, during the term of this Agreement or any renewal hereof, comprehensive general liability insurance coverage in an amount of not less than \$1,000,000 per occurrence per location, and \$3,000,000 in the aggregate per location, plus a \$2,000,000 umbrella including pharmacist's professional liability protection from such claims for bodily injury as may arise from operation of the Member Pharmacy services under this Agreement. Each party shall provide the other with written notice at least thirty (30) days' prior to the cancellation, non-renewal or material change in such insurance which materially adversely affects the rights of the other party hereto.

7.8 Government Programs. Each party, on behalf of itself and its respective pharmacies, represents and warrants that it and its employees, officers and directors are not currently excluded from participation under federal health care programs pursuant to 42 U.S.C. 1320a-7, are not currently the subject of any pending exclusion proceeding under that section, and have not been adjudicated or determined to have committed any action that would subject it to mandatory or permissive exclusion under that section for which such an exclusion has not been implemented. Each party shall notify the other party immediately of its receipt of notice of exclusion or proposed exclusion from federal health care programs under 42 U.S.C.1320a-7, or of the date of any adjudication or determination that it has committed any action which would subject it to mandatory or permissive exclusion under that section.

7.9 Record Retention and Audit Rights. To the extent prescriptions provided hereunder are paid for by a Medicare Part D plan, Aureus will adhere to all CMS guidelines applicable to such prescriptions as well as all laws, rules, and regulations applicable to the same, including, but not

limited to, those laws, rules and regulations related to record retention and audits rights of governmental authorities, Medicare Part D plans and their agents and representatives.

7.10 Injunctive Relief. Each party agrees that money damages may not be a sufficient remedy for any actual or threatened breach of any provision of this agreement by the other party, and that in addition to all other remedies which any party hereto may have, either party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such actual or threatened breach. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver thereof, or will any single or partial exercise thereof, or the exercise of any right, power or privilege hereunder.

7.11 Notices. Any notice required or permitted to be given to a party under this Agreement, if given in writing, will be deemed given the earlier of (i) when delivered by mail, courier, facsimile transmission, email (with automatic delivery receipt confirmation) or otherwise or (ii) three business days after being mailed, certified mail, return receipt requested to the party at its address for notice appearing below or such other address as the party may specify by notice given in like manner. Until otherwise notified by the parties, the billing, payment and notification addresses shall be as follows:

Aureus:

Aureus Health Services
532 Broadhollow Road
Suite 137
Melville, NY 11747
Attention: Michael Nameth
mnameth@areushealthservices.com
(516) 249-7432 (fax)

Pharmacy

Name: _____
Address: _____

Attn: _____
E-mail: _____
Facsimile: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Aureus Health Services, LLC

[]

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT 1

Services

Program Goals:

- Enables CARE Cooperative members to fill specialty medications whenever possible
- Allows patients to utilize their existing pharmacy
- Provides aggregate clinical and data reporting which may over time assist in accessing payer networks and limited distribution drugs

Key Services to be provided by Aureus:

- Patient intake/on-boarding
- Benefit investigation
- Prior authorization assistance
- Patient financial and copay assistance support
- Refill management
- Participation in clinical programs
- Aggregate reporting to CARE Cooperative
- Customer service

Program Administration

- HUB staffing: Pharmacists, patient care coordinators, and other personnel as needed
- Executive management oversight
- CARE Cooperative Account manager for implementation of the program
- Private labeled name for the specialty program
- Toll free telephone and fax service

Exhibit 1(cont.)

Services

Specialty Member Pharmacy Services-Independent Pharmacies

- **CARE Member Pharmacies expected operational functions**
- Aureus performed operational functions

Intake	Benefit Investigation	Clinical Review Patient Care Coordination	Fulfillment	Customer Service	Refill Follow-Up Management
<ul style="list-style-type: none"> • Route referral to Aureus HUB to initiate operational functions (via fax/switch) • Scan Rx into system • Review referral for completeness • Triage LDD Rx's • Enter patient and prescription and insurance information • Triage referral if pharmacy not in the network 	<ul style="list-style-type: none"> • Coordinate information, complete and submit prior authorization form • Ensure formulary adherence as required • COB (if necessary) • Coordinate patient financial and copay assistance • Run test claim or call plan to verify benefits • Perform utilization management functions 	<ul style="list-style-type: none"> • Review prescription input • Contact prescriber if necessary • Provide stores with patient medication guides regarding drugs/therapies • Education and coordination of injection training • Schedule pick-up or delivery 	<ul style="list-style-type: none"> • Route Rx's to store • Patient welcome kit distribution • Patient educational materials distribution • Shipping and tracking information • Re-ships • Inventory management • Product recalls • Special patient inserts • Transmit dispense data to HUB 	<ul style="list-style-type: none"> • Maintain service center • Dedicated toll free phone # with private label service • Phone service reporting 	<ul style="list-style-type: none"> • Proactive calls to schedule refills • Update insurance information • Alert store of any adherence issues • Notification to stores of refill pickup date and time

Note: Status communication with Member Pharmacy throughout the process.

Exhibit 2A

Schedule A – CARE Pharmacies Specialty Network Formulary Drug List (page 1 of 2)

Drug Name	Drug Name	Drug Name	Drug Name	Drug Name	Drug Name
ABILIFY	AVONEX	COPAXONE	ESBRIET	GENOTROPIN	INTRON-A
ABRAXANE	BARACLUDGE	COPEGUS	ETOPOPHOS	GILENYA	INVEGA
ACITRETIN	BEBULIN	CORIFACT	ETOPOSIDE	GILOTRIF	IPRIVASK
ACTEMRA	BELEODAQ	COSENTYX	EUFLEXXA	GLASSIA	ISTODAX
ACTHAR	BENEFIX	COSMEGEN	EXJADE	GLEEVEC	IXEMPRA
ACTHAR HP GEL	BENLYSTA	CYRAMZA	EXTAVIA	GRANIX	JAKAFI
ACTIMMUNE	BERINERT	CYSTADANE	EYLEA L	HALAVEN	JETREA
ADAGEN	BETASERON	CYSTAGON	FABRAZYME	HARVONI	JEVTANA
ADCETRIS	BETHKIS	CYSTARAN	FARESTON	HELIXATE	JUXTAPID
ADCIRCA	BICNU	CYTARABINE	FARYDAK	HEMOFIL M	KADCYLA
ADEMPAS	BIVIGAM	CYTOGAM	FASLODEX	HEPSERA	KALBITOR
ADRIAMYCIN	BLINCYTO	DACARBAZINE	FEIBA	HERCEPTIN	KALYDECO
ADVATE	BONIVA	DACOGEN	FERRIPROX	HETILOZ	KEPIVANCE
AFINITOR	BOSULIF	DAUNOXOME	FIRAZYR	HEXALEN	KEYTRUDA
ALDURAZYME	BOTOX	DDAVP	FIRMAGON	HIZENTRA	KINERET
ALFERON	BUPHENYL	DEPOCYT	FIRMAGON	HUMATE P	KITABIS
ALIMTA	BUSULFEX	DESFERAL	FLEBOGAMMA	HUMATROPE	KOATE
ALPHANATE	CAMPATH	DEXTRAZOXANE	FLOLAN	HUMIRA	KOGENATE
ALPHANINE SD	CAMPTOSAR	DIFICID	FLOXURIDINE	HYALGAN	KORLYM
ALPROLIX	CAPHOSOL SOLUTION	DOXIL	FLUDARA	HYCAMTIN	KRYSTEXXA
AMEVIVE	CAPRELSA	DYSPORT	FOLOTYN	HYQUIVA	KUVAN
AMIFOSTINE	CARBAGLU	ELAPRASE	FORTEO	HYQVIA	KYNAMRO
AMPYRA	CARBOPLATIN	ELELYSO	FRAGMIN	IBRANCE	KYPROLIS
APOKYN	CARIMUNE NF	ELIGARD	FUSILEV	ICLUSIG	LEMTRADA
ARALAST	CAYSTON	ELITEK	GAMASTAN	IDAMYCIN	LETAIRIS
ARANESP	CEPROTIN	ELLECE	GAMMAGARD	IFEX	LEUKINE
ARCALYST	CERDELGA	ELOCTATE	GAMMAKED	ILARIS	LOVENOX
AREZIA	CEREZYME	ELOXATIN	GAMMAPLEX	ILUVIEN	LUCENTIS
ARESTIN	CERUBIDINE	ELSPAR	GAMMAR	IMBRUVICA	LUMIZYME
ARIXTRA	CHENODAL	ENBREL	GAMUNEX	INCIVEK	LUPANETA PACK
ARRANON	CIMZIA	ENTYVIO	GANITE	INCRELEX	LUPRON
ARZERRA	CINRYZE	EPIVIR HBV	GATTEX	INFERGEN	LYSODREN
AUBAGIO	CLADRIBINE	EPOGEN	GAZYVA	INFERGEN	MACUGEN
AVASTIN	CLOLAR	EPOPROSTENOL	GEL-ONE	INLYTA	MAKENA
AVEED	COLISTIMETHATE	ERBITUX	GEMCITABINE	INNOHEP	MARQIBO

Exhibit 2A

Schedule A – CARE Pharmacies Specialty Network Formulary Drug List (page 2 of 2)

Drug Name	Drug Name	Drug Name	Drug Name	Drug Name	Drug Name
MATULANE	ONCASPAR	REBIF	STIVARGA	VALCHLOR	ZAVESCA
MEKINIST	ONTAK	RECLAST	SUCRAID	VALSTAR	ZELBORAF
MITOMYCIN	OPDIVO	RECOMBINATE	SUPARTZ	VANTAS	ZEMAIRA
MITOSOL	OPSUMIT	REFACTO	SUPPRELIN LA	VANTUS	ZOLADEX
MITOXANTRONE	ORALAIR	REMICADE	SUTENT	VARIZIG	ZOLINZA
MONOCLATE	ORENCIA	REMODULIN	SYLATRON	VECTIBIX	ZOMETA
MONONINE	ORENITRAM	REVELA	SYLVANT	VELCADE	ZORBTIVE
MONOVISC	ORFADIN	RETISERT	SYNAGIS	VELETRI	ZYDELIG
MOZOBIL	ORTHOVISC	REVATIO	SYNRIBO	VENTAVIS	ZYKADIA
MUGARD	OTEZLA	REVLIMID	SYNVISC	VIADUR	ZYTIGA
MUSTARGEN	OTREXUP	RIASTAP	TAFINLAR	VICTRELIS	
MYALEPT	OZURDEX	RIBAPAK	TARCEVA	VIDAZA	
MYOBLOC	PACLITAXEL	RIBASPHERE	TARGRETIN	VIEKIRA PAK	
MYOZYME	PEGASYS	RIBATAB	TASIGNA	VIMIZIM	
NABI-HB	PEG-INTRON	RIBAVIRIN	TECFIDERA	VINBLASTINE	
NAGLAZYME	PERJETA	RISPERDAL	TEMODAR	VISUDYNE	
NAVELBINE	PLEGRIDY	RITUXAN	TEMOZOLOMIDE	VIVITROL	
NEULASTA	POMALYST	RIXUBIS	TENIPOSIDE	VOTRIENT	
NEUMEGA	PRIALT	RUCONEST	TESTOPEL	VPRIV	
NEUPOGEN	PRIVIGEN	SABRIL	TEV-TROPIN	WILATE	
NEXAVAR	PROCRIT	SAIZEN	THALOMID	XALKORI	
NILANDRON	PROCYSBI	SAMSCA	THIOTEPA	XELJANZ	
NIPENT	PROFILNINE	SANDOSTATIN	THYROGEN	XELODA	
NORDITROPIN	PROLASTIN	SENSIPAR	TOBI	XENAZINE	
NOVANTRONE	PROLEUKIN	SEROSTIM	TORISEL	XEOMIN	
NOVOEIGHT	PROLIA	SIGNIFOR	TRACLEER	XGEVA	
NOVOSEVEN	PROMACTA	SIMPONI	TREANDA	XIAFLEX	
NPLATE	PROTHELIAL	SOLESTA	TRELSTAR	XOFIGO	
NUTROPIN	PROVENGE	SOLIRIS	TRETTEN	XOLAIR	
OBIZUR	PULMOZYME	SOMATULINE	TRISENOX	XTANDI	
OCTAGAM	PURIXAN	SOMAVERT	TYKERB	XYNTHA	
OFEV	QUTENZA	SOVALDI	TYSABRI	XYREM	
OFORTA	RASUVO	SPRYCEL	TYVASO	YERVOY	
OLYSIO	RAVICTI	STELARA	TYZEKA	ZALTRAP	
OMNITROPE	REBETOL	STIMATE	UVADEX	ZANOSAR	

Exhibit 2B

Schedule B – CARE Pharmacies Specialty Network Formulary Drug List (page 1 of 3)

Drug Name	Drug Name	Drug Name	Drug Name	Drug Name	Drug Name
ABILIFY	AVONEX	COPAXONE	ESBRIET	GENOTROPIN	INTRON-A
ABRAXANE	BARACLUDGE	COPEGUS	ETOPOPHOS	GILENYA	INVEGA
ACITRETIN	BEBULIN	CORIFACT	ETOPOSIDE	GILOTRIF	IPRIVASK
ACTEMRA	BELEODAQ	COSENTYX	EUFLEXXA	GLASSIA	ISTODAX
ACTHAR	BENEFIX	COSMEGEN	EXJADE	GLEEVEC	IXEMPRA
ACTHAR HP GEL	BENLYSTA	CYRAMZA	EXTAVIA	GRANIX	JAKAFI
ACTIMMUNE	BERINERT	CYSTADANE	EYLEA L	HALAVEN	JETREA
ADAGEN	BETASERON	CYSTAGON	FABRAZYME	HARVONI	JEVTANA
ADCETRIS	BETHKIS	CYSTARAN	FARESTON	HELIXATE	JUXTAPID
ADCIRCA	BICNU	CYTARABINE	FARYDAK	HEMOFIL M	KADCYLA
ADEMPAS	BIVIGAM	CYTOGAM	FASLODEX	HEPSERA	KALBITOR
ADRIAMYCIN	BLINCYTO	DACARBAZINE	FEIBA	HERCEPTIN	KALYDECO
ADVATE	BONIVA	DACOGEN	FERRIPROX	HETILOZ	KEPIVANCE
AFINITOR	BOSULIF	DAUNOXOME	FIRAZYR	HEXALEN	KEYTRUDA
ALDURAZYME	BOTOX	DDAVP	FIRMAGON	HIZENTRA	KINERET
ALFERON	BUPHENYL	DEPOCYT	FIRMAGON	HUMATE P	KITABIS
ALIMTA	BUSULFEX	DESFERAL	FLEBOGAMMA	HUMATROPE	KOATE
ALPHANATE	CAMPATH	DEXTRAZOXANE	FLOLAN	HUMIRA	KOGENATE
ALPHANINE SD	CAMPTOSAR	DIFICID	FLOXURIDINE	HYALGAN	KORLYM
ALPROLIX	CAPHOSOL SOLUTION	DOXIL	FLUDARA	HYCAMTIN	KRYSTEXXA
AMEVIVE	CAPRELSA	DYSPORT	FOLOTYN	HYQUIVA	KUVAN
AMIFOSTINE	CARBAGLU	ELAPRASE	FORTEO	HYQVIA	KYNAMRO
AMPYRA	CARBOPLATIN	ELELYSO	FRAGMIN	IBRANCE	KYPROLIS
APOKYN	CARIMUNE NF	ELIGARD	FUSILEV	ICLUSIG	LEMTRADA
ARALAST	CAYSTON	ELITEK	GAMASTAN	IDAMYCIN	LETAIRIS
ARANESP	CEPROTIN	ELLECE	GAMMAGARD	IFEX	LEUKINE
ARCALYST	CERDELGA	ELOCTATE	GAMMAKED	ILARIS	LOVENOX
AREZIA	CEREZYME	ELOXATIN	GAMMAPLEX	ILUVIEN	LUCENTIS
ARESTIN	CERUBIDINE	ELSPAR	GAMMAR	IMBRUVICA	LUMIZYME
ARIXTRA	CHENODAL	ENBREL	GAMUNEX	INCIVEK	LUPANETA PACK
ARRANON	CIMZIA	ENTYVIO	GANITE	INCRELEX	LUPRON
ARZERRA	CINRYZE	EPIVIR HBV	GATTEX	INFERGEN	LYSODREN
AUBAGIO	CLADRIBINE	EPOGEN	GAZYVA	INFERGEN	MACUGEN
AVASTIN	CLOLAR	EPOPROSTENOL	GEL-ONE	INLYTA	MAKENA
AVEED	COLISTIMETHATE	ERBITUX	GEMCITABINE	INNOHEP	MARQIBO

Exhibit 2B

Schedule B – CARE Pharmacies Specialty Network Formulary Drug List (page 2 of 3)

Drug Name	Drug Name	Drug Name	Drug Name	Drug Name	Drug Name
MATULANE	ONCASPAR	REBIF	STIVARGA	VALCHLOR	ZAVESCA
MEKINIST	ONTAK	RECLAST	SUCRAID	VALSTAR	ZELBORAF
MITOMYCIN	OPDIVO	RECOMBINATE	SUPARTZ	VANTAS	ZEMAIRA
MITOSOL	OPSUMIT	REFACTO	SUPPRELIN LA	VANTUS	ZOLADEX
MITOXANTRONE	ORALAIR	REMICADE	SUTENT	VARIZIG	ZOLINZA
MONOCLATE	ORENCIA	REMODULIN	SYLATRON	VECTIBIX	ZOMETA
MONONINE	ORENITRAM	REVELA	SYLVANT	VELCADE	ZORBTIVE
MONOVISC	ORFADIN	RETISERT	SYNAGIS	VELETRI	ZYDELIG
MOZOBIL	ORTHOVISC	REVATIO	SYNRIBO	VENTAVIS	ZYKADIA
MUGARD	OTEZLA	REVLIMID	SYNVISC	VIADUR	ZYTIGA
MUSTARGEN	OTREXUP	RIASTAP	TAFINLAR	VICTRELIS	
MYALEPT	OZURDEX	RIBAPAK	TARCEVA	VIDAZA	
MYOBLOC	PACLITAXEL	RIBASPHERE	TARGRETIN	VIEKIRA PAK	
MYOZYME	PEGASYS	RIBATAB	TASIGNA	VIMIZIM	
NABI-HB	PEG-INTRON	RIBAVIRIN	TECFIDERA	VINBLASTINE	
NAGLAZYME	PERJETA	RISPERDAL	TEMODAR	VISUDYNE	
NAVELBINE	PLEGRIDY	RITUXAN	TEMOZOLOMIDE	VIVITROL	
NEULASTA	POMALYST	RIXUBIS	TENIPOSIDE	VOTRIENT	
NEUMEGA	PRIALT	RUCONEST	TESTOPEL	VPRIV	
NEUPOGEN	PRIVIGEN	SABRIL	TEV-TROPIN	WILATE	
NEXAVAR	PROCRIT	SAIZEN	THALOMID	XALKORI	
NILANDRON	PROCYSBI	SAMSCA	THIOTEPA	XELJANZ	
NIPENT	PROFILNINE	SANDOSTATIN	THYROGEN	XELODA	
NORDITROPIN	PROLASTIN	SENSIPAR	TOBI	XENAZINE	
NOVANTRONE	PROLEUKIN	SEROSTIM	TORISEL	XEOMIN	
NOVOEIGHT	PROLIA	SIGNIFOR	TRACLEER	XGEVA	
NOVOSEVEN	PROMACTA	SIMPONI	TREANDA	XIAFLEX	
NPLATE	PROTHELIAL	SOLESTA	TRELSTAR	XOFIGO	
NUTROPIN	PROVENGE	SOLIRIS	TRETTEN	XOLAIR	
OBIZUR	PULMOZYME	SOMATULINE	TRISENOX	XTANDI	
OCTAGAM	PURIXAN	SOMAVERT	TYKERB	XYNTHA	
OFEV	QUTENZA	SOVALDI	TYSABRI	XYREM	
OFORTA	RASUVO	SPRYCEL	TYVASO	YERVOY	
OLYSIO	RAVICTI	STELARA	TYZEKA	ZALTRAP	
OMNITROPE	REBETOL	STIMATE	UVADEX	ZANOSAR	

Exhibit 2B

Schedule B – CARE Pharmacies Specialty Network Formulary Drug List (page 3 of 3)

<i>Fertility</i>	<i>HIV</i>	<i>HIV</i>	<i>HIV</i>	<i>Transplant</i>	
BRAVELLE	APTIVUS	ISENTRESS	TRIZIVIR	ASTAGRAF	THYMOGLOBULIN
CETROTIDE	ATRIPLA	KALETRA	TRUVADA	ATGAM	ZORTRESS
CRINONE	COMBIVIR	LEXIVA	TYBOST	AZASAN	
ENDOMETRIN	COMPLERA	NORVIR	VIDEX	CELLCEPT	
FOLLISTIM	CRIVAN	PREZCOBIX	VIRACEPT	CYCLOSPORINE	
GANIRELIX	EDURANT	PREZISTA	VIRAMUNE	GENGRAF	
GONAL F	EGRIFTA	RESCRIPTOR	VIREAD	HECORIA	
LEUPROLIDE	EMTRIVA	RETROVIR	VITEKTA	MYFORTIC	
LUVERIS	EPIVIR	REYATAZ	ZERIT	NEORAL	
MENOPUR	EPZICOM	SELZENTRY	ZIAGEN	NULOJIX	
NOVAREL	EVOTAZ	STRIBILD		PROGRAF	
OVIDREL	FUZEON	SUSTIVA		RAPAMUNE	
PREGNYL	INTELENCE	TIVICAY		SANDIMMUNE	
REPRONEX	INVIRASE	TRIUMEQ		SIMULECT	

Exhibit 3

Fees

CARE Pharmacies Specialty Network members who enter into this pharmacy participation agreement with Aureus shall pay to Aureus an annual membership fee of \$500 per Member Pharmacy and an additional \$250 service fee per month per Member Pharmacy; provided, however, that if any Member Pharmacy utilizes Aureus' services for HIV, Transplant, or Fertility drugs, then such Member Pharmacy shall pay a higher monthly fee of \$350 per month per pharmacy. CARE Pharmacies Specialty Network members who participate in the program will sign up for the program through CARE Pharmacies Cooperative, Inc. and make all payments to CARE Pharmacies Cooperative, Inc. Aureus will invoice CARE Pharmacies Cooperative, Inc. on a monthly basis.

Participation Fees for CARE Pharmacies Specialty Network Program

Annual Membership Fee for CARE Pharmacies Specialty Network Members \$500.00 per pharmacy enrolled

Please choose only one of the two formulary options below**:

Specialty Drugs-Exhibit IIIA-Schedule A (Without HIV/Transplant/Fertility Meds Included) \$250.00 per pharmacy enrolled per month

Specialty Drugs-Exhibit IIIB-Schedule B (HIV/Transplant/Fertility Meds Included) \$350.00 per pharmacy enrolled per month

***** NOTE: Once the formulary drug list is selected by the Member Pharmacy, formulary changes cannot be made during the Program.***

Exhibit 4

BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into on the same effective date of the underlying agreement by and between **Member Pharmacy** ("Covered Entity") and **Aureus Health Services, LLC** ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("E PHI"), in order to perform such functions, activities, or services (referred to collectively as the "Services"). The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of E PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 *Electronic Protected Health Information.* "Electronic Protected Health Information" or "E PHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the E PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 *Minimum Necessary.* "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 *Protected Health Information.* "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.7 *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 *Security Incident.* "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.

2.9 *Security Rule.* "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 *Subcontractor.* "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 *Use and Disclosure.* Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any underlying agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 *Safeguards.* Business Associate agrees to use appropriate safeguards and comply, where applicable, with 45 C.F.R. Part 164 Subpart C with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 *Business Associate's Reporting Obligations.*

(a) *Reports of Breach of Unsecured PHI.*

1. For purposes of this section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than fifteen (15) calendar days after its discovery.
3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and

any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

- (b) *Reports of Security Incidents.* Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.
- (c) *Reports of Non-Permitted Use or Disclosure.* Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and 3.3(b).

3.4 *Subcontractors.* Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 *Access to Designated Record Set.* If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

3.6 *Amendments to Designated Record Set.* If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual.

3.7 *Accounting of Disclosures.*

- (a) Business Associate agrees to document such disclosures of PHI by Business Associate 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 PHI in accordance with 45 C.F.R. § 164.528.
- (b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 *Compliance with Law.* To the extent Business Associate is expressly obligated under the underlying agreement(s) to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

3.9 *Internal Practices.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 *General Use and Disclosure.*

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any underlying agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.
- (b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 *Specific Use and Disclosure.*

- (a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential 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 becomes aware in which the confidentiality of the information has been breached.
- (b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.
- (d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 *Privacy Practices.* Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, and shall promptly provide Business Associate with any changes to such notice.

5.2 *Notice of Changes and Restrictions.* Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent such changes affect Business Associate's permitted or required uses and disclosures. Such notification shall include any restriction that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522. If Business Associate receives a request to restrict the disclosure of PHI directly from an Individual, Business Associate shall notify Covered Entity of such request and Covered Entity shall be responsible for making the determination, in accordance with the Privacy Rule, as to whether Business Associate shall comply with the Individual's request.

5.3 *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.4 *Safeguards.* Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. *Return or Destruction of PHI.*

(a) Upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that returning or destroying the PHI is commercially unreasonable, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 *Relationship to Other Agreement Provisions.* In the event that a provision of this Exhibit 3 is contrary to a provision of the Agreement under which Covered Entity discloses PHI to Business Associate, the provision of this Exhibit 3 shall control. Otherwise, this Exhibit 3 shall be construed under, and in accordance with, the terms of the Agreement between the Parties.

7.6 *Prior Business Associate Agreements.* Consistent with Section 7.5, this Exhibit 3 shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.