

632



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Human Resources Department

SUBMITTAL DATE:
September 23, 2011

SUBJECT: Provider Agreement Contract between Argus Health Systems and Riverside County Rubidoux Pharmacy to continue providing pharmacy services to IEHP Commercial members.

RECOMMENDED MOTION: 1) Approve the attached Service Agreement with Argus Health Systems, Inc. effective immediately for a term of five (5) years 2) authorize the Chairperson to sign three (3) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return two (2) copies to Human Resources for distribution.

BACKGROUND: On February, 24, 2009 (Agenda Item 3.32) the Board of Supervisors approved an agreement for the County of Riverside Rubidoux Pharmacy to accept Argus identification cards and bill Argus for an agreed upon reimbursement rate.

The purpose of this agreement is to continue serving the IEHP (Commercial) members who (cont'd)

S. Aron for Barbara Olivier
Barbara A. Olivier
Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

SOURCE OF FUNDS: Premiums and copays from IEHP members	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Elizabeth J. Olson*
Elizabeth J. Olson
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS
On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried
IT WAS ORDERED that the above matter is approved as recommended.
Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Abstain: Stone
Date: November 1, 2011
xc: HR
Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.32 (February 24, 2009) | District: ALL | Agenda Number:
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
3.23

FORM APPROVED BY COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 9/23/11
Departmental Concurrence

Dept Recomm.: Policy
Per Exec. Ofc.: Policy
 Consent
 Consent

BACKGROUND continued:

receive their prescriptions via Rubidoux Pharmacy. IEHP has elected to change their existing Argus network to use the Argus national network. In order for Rubidoux Pharmacy to continue accepting IEHP members, the County must sign a new agreement to remain a participating pharmacy.

The Rubidoux Pharmacy continues to be a public benefit for Riverside County residents, their dependents, low income individuals and other public employees of the County.

The Argus Health Systems, Inc. agreement is attached. There is no impact to the County General Fund.



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

1300 WASHINGTON STREET
KANSAS CITY, MISSOURI
64105-1433
WWW.ARGUSHEALTH.COM

Pharmacy Network Contract Checklist

ATTENTION – PHARMACY NCPDP ID#: 5627469

In order to expedite the processing of your contract, all of the items on the checklist below must be completed, signed and copies attached before returning to Argus Health Systems, via FAX. If the items on the checklist below are not completely filled out and returned, your contract will be rejected and sent back to you for completion.

- #1. PHARMACY CREDENTIALING FORMS (pages 3, 5, 7, 9, 11 and 13). Missing information in this form may delay acceptance of your agreement and acceptance of claims for payment. It is important that this form be completed in its entirety.
- #2. PARTICIPATING PHARMACY COMPLIANCE CERTIFICATION FOR 2010 PLAN YEAR (PAGE 15)
- #3. PAGE 35 OF PARTICIPATING AGREEMENT
- #4. COPY OF STATE LICENSE
- #5. COPY OF TAX IDENTIFICATION
- #6. COPY OF DEA LICENSE
- #7. COPY OF MEDICAID LICENSE
- N/A #8. COPY OF MEDICARE LICENSE

FOR YOUR REFERENCE:

 POST THE BULLETIN "MEDICARE PRESCRIPTION DRUG COVERAGE AND YOUR RIGHTS" (ATTACHED) WHERE IT CAN BE SEEN BY HEALTH PLAN MEMBERS, IF APPLICABLE.

Your attention to these matters is greatly appreciated.

THANK YOU,

Argus Health Systems

2011 DEC -1 6W 5:21
RECEIVED RIVERSIDE COUNTY CLERK

2011-12-110696

NOV 01 2011 3:23

Pharmacy Credentialing

Instructions: Complete this form and mail or fax it to Argus:

Mailing address:

Argus Health Systems
1300 Washington Street
Kansas City, MO 64105-1433
Attn: Pharmacy Network

Fax number:

Independents: 816-435-7440
Attn: Pharmacy Network

Section 1 Demographic Information

A. Name and Addresses

<i>Pharmacy Name:</i> Riverside County Rubidoux Pharmacy		<i>NCPCP #:</i> 5627469	<i>NPI #:</i> 1467658385		
<i>DBA name, if applicable:</i>					<i>Date:</i> 9/23/2011
Address Type:	Street:	City:	State:	Zip Code:	County:
<i>Location:</i>	5256 Mission Blvd.	Riverside	CA	92509	Riverside
<i>Mailing:</i>	Same				
<i>Payment:</i>	Same				
<i>Email address:</i> DCApostol@rc-hr.com		<i>Telephone number:</i> (877) 748-2679	<i>Ext:</i>	<i>Fax number:</i> (951) 955-0899	

B. Contacts

<i>Owner / Officer?</i>	<i>Name:</i> Barbara A. Olivier Asst. CEO/HR Director	<i>Telephone number:</i> (951) 955-3510	<i>Ext:</i>	<i>Email address:</i> bolivier@rc-hr.com
<i>Pharmacist</i>	Donna Apostol	(877) 748-2679		DCApostol@rc-hr.com
<i>3rd party contact</i>				

C. Hours of Operation

<i>Weekdays:</i> Mon - Fri	<i>Saturdays:</i> Closed	<i>Sundays:</i> Closed	<i>Holidays:</i> Closed	<i>Available for after-hours emergency calls?</i>
a.m. 7:30 p.m. 5:00	a.m. p.m.	a.m. p.m.	a.m. p.m.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

2011 DEC -1 6:15:41

Section 2 Pharmacists Information

Complete the following section for each full-time and part-time pharmacist employed at this pharmacy.

Pharmacist in charge: (Please provide copy of license.) Donna Apostol	R.Ph. (PIC) License #: RPH 45512	Total number of pharmacist's:	
		Full-time: 1	Part-time: 0
R.Ph Name: (Please provide copy of license.) Same as above	License Number: RPH 45512	Issuing State: CA	Expiration Date: 1/31/2012
R.Ph (technician) Name: (Please provide copy of license.) Marielena Sandoval & Josephine Otero	License Number: TCH 60811 & TCH 12949	Issuing State: CA	Expiration Date: 6/30/12 & 3/31/12

Section 3 Business Information

Professional Practice: (Please enter P, S, or T to the services that apply.) P = Primary S = Secondary T = Tertiary

<input type="checkbox"/> Community Retail	<input type="checkbox"/> Home Health Care	<input type="checkbox"/> Out-Patient Hospital	<input checked="" type="checkbox"/> Mail Service
<input type="checkbox"/> Home Infusion	<input type="checkbox"/> Hospital Clinic	<input type="checkbox"/> Long Term Care	<input type="checkbox"/> Hospice Care
<input type="checkbox"/> Assisted Living	<input type="checkbox"/> Clinic	<input type="checkbox"/> In-Patient Hospital	<input type="checkbox"/> Government Facility
<input type="checkbox"/> Specialty Pharmacy	<input type="checkbox"/> Compounding Pharmacy	<input type="checkbox"/> 340B/Safety Net	

DEA #: (Please provide copy of license.) FR0305400	Exp. Date: 4/30/13	Federal Tax ID #: 95-6000930	Exp. Date: N/A
State Controlled Substance #: 48541	Exp. Date: 11/1/11	Medicare ID #: N/A	Exp. Date:
Medicaid ID #: 146765838501	Exp. Date: N/A		
Yes	No	Answer questions below	
<input type="checkbox"/>	<input type="checkbox"/>	Liability Insurance – Pharmacy certifies that it carries the minimum Argus requirements of \$1,000,000/\$3,000,000.	
N/A		Insurance carrier: Self Insured	Policy number: Expiration date:

Section 4 General Business Questions

Yes	No	Does the pharmacy have...	Additional information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there a pharmacy medication safety policy or program?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there a Pharmacy Code of Conduct Policy/Conflict of Interest?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Counseling services?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A separate counseling area?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written literature about prescription?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	A patient reference or resource center?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appropriate information about controlled substance prescriptions, in accordance with 21 CFR 1306.05?	

Yes	No	Does the pharmacy have...	Additional information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the pharmacy (including refrigerator, sink, counting trays and automated dispensing machines) kept clean?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Processes to quarantine all outdated recalled medications?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original prescriptions received via the Internet? If yes, how is a relationship between the patient and prescriber established?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Invoices and records maintained for accurate accounting?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Records maintained for 10 years in accordance with CFR 423.505 (d,e1,e4)?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foreign languages spoken or marketed? If yes, list languages to the right.	Spanish
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Handicap access?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drive-up window(s)?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Would you like to receive a standard confidentiality agreement to use?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have employees, who work within pharmacy, signed confidentiality agreements for HIPAA compliance and Medicare confidentiality?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Non-discriminatory practice based on race, age, sex, or ethnicity posted or in patient brochure, business card, policy and/or procedures?	
<input type="checkbox"/>	<input type="checkbox"/>	"Medicare Prescription Drug Coverage and Your Rights" posted?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Would you like to receive standard "Medicare Prescription Drug Coverage and Your Rights" material?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Have you and/or your staff complete fraud, waste and abuse training annually?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Would you be interested in receiving FWA training from Argus to meet CMS requirements?	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A drug utilization management program/policy and procedure?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conduct DUR screens for allergies, drug interactions, and/or adverse drug reactions?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adjudication server back-up data: Information in server backed up and kept confidential for HIPAA Compliance?	

Yes	No	Does the pharmacy have...	Additional information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Records stored in an area inaccessible to patients or, if electronic, password protected security and appropriate system back-up?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A secured area for physical storage of drugs?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Health education information is available?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Process/policy/procedure in place to address filled medication that were not picked up, i.e. timeframe before reversing the claim and the policy involved for doing so.	
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy have access to specialized facilities for the preparation of IV prescriptions (clean room)?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy have access to or arrangements with a vendor to furnish special equipment and supplies as well as IV trained pharmacists and technicians as required to safely provide IV medications?	N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interpreter service available or process in place.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	TTY/TDD phone or service for the hearing impaired available.	

Section 5 Long Term Care Pharmacy

Yes	No	Answer questions below if they apply.	Additional information
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is pharmacy a Long Term Care (LTC) pharmacy? If yes, answer all the questions in Section 5.	
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy have the capacity to provide IV medication to the LTC resident as ordered by a qualified medical professional?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Is the pharmacy equipped with pharmacy software and systems sufficient to meet the needs of prescription drug ordering and distribution to a LTC facility?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy have a comprehensive inventory of Plan formulary drugs commonly used in the long term care setting?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy provide written copies of the pharmacy procedures manual and is the manual available at each LTC facility nurses' unit?	N/A

Yes	No	Does the pharmacy have...	Additional information.
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy have a procedure for return and/or disposal of unused medications following discontinuances, transfer, discharge, or death as permitted by State Board of Pharmacy?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy have the capacity to provide specific drugs in Unit of Use Packaging, Bingo Cards, Cassettes, Unit Dose or other special packaging commonly required by LTC facilities?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy provide on-call, 24 hours a day, 7 days a week service with a qualified pharmacist available for handling calls after hours and to provide medication dispensing available for emergencies, holidays and after hours of normal operation.	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy have an emergency delivery service, 24 hours a day, 7 days a week?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy provide a system for logging and charging medication used from emergency/first dose stock?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy have the capacity to provide specialized drug delivery formulations as required for some LTC residents who are unable to swallow or ingest medications through normal routes and may require tablets split or crushed or provided in suspensions or gel forms, to facilitate effective drug delivery?	N/A
<input type="checkbox"/>	<input type="checkbox"/>	Does the pharmacy provide ongoing in-service training to assure that LTC facility staff is proficient in the processes for ordering and receiving of medications?	N/A

Section 6 Special Clinical Services

Credentialing Inst: (Please specify NISPC, JCAHO, etc.)

Yes	No		Yes	No	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Diabetes Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lipid Testing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Blood Pressure Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Asthma
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Injections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Geriatric

Section 7 Services

Yes	No	Describe capabilities:	Yes	No	Does the Pharmacy maintain or provide:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	"On-line" electronic adjudication	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A patient signature log?

Yes	No	Does the pharmacy have...	Yes	No	Does the pharmacy have...
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Compliance with HIPAA Transaction Standards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A policy and procedure manual?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Acceptance of on-line DUR messages	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Continuing pharmacist education?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Generate Patient Profiles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Established complaint resolution procedures?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Acceptance of e-Prescribing (EP) messages	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prescription error procedures?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DME Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Out-of-stock procedures?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Specialty fittings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Emergency supply procedures?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Compounding	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Promote generic substitution?

If the answer to any of the following five questions is yes, provide details on an additional page and attach.

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other than the name listed, is your pharmacy currently or has it ever been listed under another business name?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has your pharmacy ever been denied a pharmacy license or permit, or had its license or permit revoked or suspended?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has your pharmacy (or any of your pharmacists) ever been the subject of a disciplinary action by the state board of pharmacy, state or federal law enforcement or regulatory agencies?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Has your pharmacy (or any of your pharmacists, current owners, officers, or employees) ever been the subject of a civil lawsuit or criminal prosecution for any service-related laws or regulations?

Section 7 Signature

*A secure fax number is a Pharmacy Fax Number that is secure enough to receive confidential patient information and is not available to the general public. Under the HIPAA Privacy Standards, there must be in place "reasonable and appropriate administrative, technical, and physical safeguards" to protect the privacy of the health information disclosed using a fax machine. An example of reasonable and appropriate safeguards includes placing the fax machine in a secure location to prevent unauthorized access to the information.

The undersigned has attached copies of the following licenses, permits, and/or certifications: State license number, Tax identification number, DEA number, Medicaid number, Medicare number, NCPDP number, and Pharmacist-In-Charge state license number.

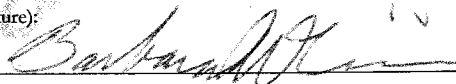
The undersigned represents that all information provided to Argus Health Systems, Inc. is correct as of the date signed below, and that the undersigned has not neglected to provide any facts or documents that are relevant to the pharmacy certification process. The undersigned agrees to update this information in writing upon any material changes to the information or as otherwise required by Argus Health Systems, Inc. from time to time.

The undersigned authorizes Argus Health Systems, Inc. to consult with any third party who may have information that Argus Health Systems, Inc. reasonably deems necessary regarding the professional credentials of the pharmacy and/or its licensed staff and to inspect or obtain any and all communications, reports, records, statements, documents, recommendations, and/or disclosures of such third parties in connection with its credentialing procedures. The undersigned specifically authorizes said third parties to release such information to Argus Health Systems, Inc.

Name (typed or printed):

Barbara A. Olivier

Name (Signature):



Date signed:

10-20-11

If you need assistance completing this form, call the Argus Call Center at 1.800.KC.ARGUS (1-800-522-7487).

PARTICIPATING PHARMACY COMPLIANCE CERTIFICATION FOR 2011 PLAN YEAR

By the signature below, Participating Pharmacy certifies and attests that:

(1) During 2011 and within the past twelve (12) months, Participating Pharmacy has reviewed the OIG and GSA exclusion lists and no employee, contractor, or agent providing services to Argus directly or indirectly ("Covered Individual") is excluded from participation in government funded health care programs.

(2) During 2010, all Covered Individuals participated in and completed fraud, waste, and abuse training that meets the requirements of 42 CFR § 423.504(b)(vi). Participating Pharmacy has enclosed or will maintain certifications from each Covered Individual attesting to the individual's participation in and completion of the training.

(3) Participating Pharmacy's managers, officers, and directors responsible for the administration or delivery of Part D benefits have signed a conflict of interest statement, attestation of certification certifying that the manager, officer, or director is free from any conflict of interest in administering or delivering Part D benefits.

(4) Participating Pharmacy's downstream entities have certified to Participating Pharmacy compliance with the certification requirements set forth herein.

Participating Pharmacy acknowledges that this is a continuing certification and agrees to promptly notify Argus in writing if this certification becomes inaccurate. **This requirement must be completed and an attestation of completion forwarded to Argus annually for a pharmacy to continue as a Med D pharmacy provider.**

Signature of Responsible Party N/A - We do not serve Medicare Date: _____
Part D population

Responsible Party (Print) _____

Participating Pharmacy Name (Print) _____

Address _____

NCPDP No. _____ NPI No. _____

FAX: 816-843-6415

Email: audit.pharmacy@argushealth.com

Argus Health Systems, Inc.

Participating Agreement for Pharmacy

This Participating Agreement for Pharmacy ("Agreement") is by and between Argus Health Systems, Inc., a Delaware corporation with its principal place of business at 1300 Washington Street, Kansas City, Missouri 64105 ("Argus") and the undersigned pharmacy ("Participating Pharmacy"), and is effective as of the date fully executed as set forth on the signature page hereto (the "Effective Date").

WHEREAS, Argus has established the Integrated Pharmacy Network System (IPNS®) for the electronic processing of prescription and certain other related claims.

WHEREAS, Argus maintains networks of pharmacies to provide pharmacy services.

WHEREAS, Participating Pharmacy owns and operates one or more pharmacies.

WHEREAS, Participating Pharmacy desires to participate in one or more pharmacy networks available through Argus, upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises herein, the parties agree as follows:

1. Definitions

The capitalized terms as used in this Agreement shall have the meanings stated in the body of the Agreement or in Exhibit 1 hereto.

2. Services Provided by Argus

2.1. Administrative Services

When Participating Pharmacy participates in an Argus Network, Argus shall: (a) receive Claims in Argus IPNS® Format through IPNS® at the point-of-sale from Participating Pharmacy or such other means authorized in writing by Argus, (b) process Claims, (c) report whether a Claim received through IPNS® is Paid, Denied, Reversed or Rejected based on Plan Specifications received by Argus from Customers, (d) provide a toll-free telephone number to an Argus Help Desk for inquiries related to Claims for Covered Medications (the Argus Help Desk will not provide any professional advice with respect to the provision of pharmacy services), and (e) provide Processing Messages, including, if required by a Customer, Drug Utilization Review Messages and Formulary information.

2.2. Member Identification Cards

Argus, Customer, or a designee of Argus or Customer may furnish each Member with an Identification Card to be presented by Member to Participating Pharmacy.

3. Participation in Networks

3.1. Network Participation

Participating Pharmacy shall participate in all Networks in which (a) Participating Pharmacy participates in as of the date of execution of this Agreement; (b) Participating Pharmacy agrees to participate by accepting or executing an Argus Network Agreement ("ANA") upon and after execution of this Agreement; and (c) at Argus' discretion, Participating Pharmacy shall be deemed to have accepted participation and corresponding rates in any Argus Network in which Participating Pharmacy adjudicates a Claim in that Network. By signing this Agreement, Participating Pharmacy acknowledges and agrees that (i) all prior ANAs, rate addenda, rate amendments, and Plan and Customer specific

addenda and amendments shall continue in full force and effect under and in connection with this Agreement and shall be incorporated herein by this reference; and (ii) with this Agreement, Participating Pharmacy has received an ANA for national networks rates, has read the ANA, and agrees to the terms and conditions set forth in the ANA, which is incorporated herein, without requiring a separate signature thereon.

3.2. Connected Plans to Network

At any time without notice, Argus or Customers may connect Plans to and remove Plans from any Network.

3.3. Network Composition

Participating Pharmacy acknowledges and agrees that any Customer(s) of Argus, whether current or prospective, may not utilize all pharmacies in a Network for their respective Plan's Networks. Argus may exclude Participating Pharmacy from participating in a Network with respect to any specific Connected Plan(s), and upon thirty (30) days prior written notice to Participating Pharmacy (or such longer period as required by applicable Law), Argus may terminate Participating Pharmacy from participating in any specific Connected Plan's Network without cause.

3.4. Discontinuation of Network Participation

Participating Pharmacy may elect to discontinue participation in a Network only by written notice to Argus no less than six (6) months prior to the Network participation termination date designated on the notice.

4. Obligations of Participating Pharmacy

4.1. Participating Pharmacy Information

Participating Pharmacy shall electronically provide Argus, in the format Argus requests, information about Participating Pharmacy, including, without limitation Participating Pharmacy's locations and operating hours. Participating Pharmacy shall provide thirty (30) days' prior written notice to Argus on an Argus-provided form or Argus approved format of changes in the location, significant changes in the operating hours, closing, or change of ownership (including without limitation the purchase or sale) of Participating Pharmacy. Participating Pharmacy acknowledges the need to provide accurate and thorough information so Argus can convey accurate access and density information to Customers. In the event of incomplete information or a conflict between the information provided to Argus by Participating Pharmacy and the information on file with NCPDP, Argus may rely on the information on file with NCPDP regarding Participating Pharmacy, including for purposes of directories and Disbursements.

4.2. Verifying Eligibility and Validity of Prescription

Participating Pharmacy shall examine the Identification Card or other evidence of eligibility presented with the prescription. Participating Pharmacy shall not submit a Claim to Argus until it has preliminarily determined that the individual is Eligible and that the prescription is valid. Participating Pharmacy may not be paid for Covered Medications provided to an individual who was not Eligible.

4.3. Submitting Claims

4.3.1. Claim Submission

Participating Pharmacy shall submit each Claim to Argus in Argus IPNS® Format for processing, even in those cases where the Member pays 100% of the cost share of the Covered Medication. In the event that the Claim cannot initially be transmitted on-line, Participating Pharmacy shall make reasonable attempts to retransmit the Claim. If such retransmission fails, Participating Pharmacy shall call the Argus Help Desk through its toll-free number, as soon as reasonably practical, to make acceptable alternative arrangements to submit the Claim on magnetic tape or on paper in Argus IPNS® Format. Participating

Pharmacy shall not submit a separate Claim for a Covered Medication which should have been dispensed and covered as one Claim but due to inadequate supplies or other issues is dispensed on different dates or at different times as multiple Claims. In no event shall Participating Pharmacy submit a Claim later than thirty (30) days after filling the prescription (or such later time period that may be required by Law); Participating Pharmacy may not receive Disbursements for Claims submitted after such thirty (30) day period (or longer time period if required by Law). Overpayments could result from inaccurate submission of Required Information or other non-compliance with the terms of the Agreement or an applicable Addendum, including, but not limited to NDC number billed not in accordance with NDC number dispensed; NDC number of units billed does not reflect units identified on manufacturer package and reported by applicable third party pricing source for each NDC; inaccurate submission of days supply for quantity of medication dispensed; days' supply or quantity dispensed does not reflect the prescription order, ethical use, exceeds or is not in accordance with the Plan Specifications. Argus has the right to recoup any overpayment provided to Participating Pharmacy after Argus has provided reasonable notice of such overpayment to Participating Pharmacy. Although Argus may recoup such overpayment against future revenues owed to Participating Pharmacy, Argus retains the right to demand Participating Pharmacy repay such overpayment within forty-five (45) days of the date in which Argus delivered such notice to Participating Pharmacy.

4.3.2. Claim Adjustments

Participating Pharmacy must electronically adjust all credits, duplicate claims, returned and unclaimed prescriptions within thirty (30) days after their fill date. This includes, but is not limited to, reversals and resubmittals for partial fills, where the Covered Medication is partially filled and the remainder is not retrieved by the Eligible Member in a reasonable period of time, in which case Participating Pharmacy must electronically reverse and resubmit the actual quantity of a Covered Medication received by an Eligible Member.

4.3.3. Claim Certification

For each Claim submission, Participating Pharmacy represents and certifies that the Covered Medication was provided to an Eligible Member and the information submitted is accurate and complete.

4.4. Communicating with the Member

If the Claim is Denied or Rejected, Participating Pharmacy shall promptly inform the Member.

4.5. Dispensing Covered Medications

All Pharmacy Services shall be rendered under the supervision of a licensed pharmacist and according to prescriber directions in accordance with applicable Law and Pharmacy Standards. Without limiting the generality of the foregoing, and subject to the professional judgment of the pharmacist, in providing Pharmacy Services, Participating Pharmacy shall (a) provide appropriate prescription drug product consultation and counseling as required by Law and Pharmacy Standards, (b) obtain and respond to all Processing Messages, including all DUR Messages and Formulary information, and (c) dispense Covered Medications to each Member only in accordance with Law, Pharmacy Standards, and the design and Formulary of the applicable Connected Plan. Participating Pharmacy and its pharmacists must exercise sound professional judgment at all times when providing Pharmacy Services to Members. No provision of this Agreement or any part of any Plan shall be construed to require any pharmacist to dispense any medication or specific type of medication to any Member if, in the pharmacist's reasonable professional judgment, such medication should not be dispensed to such Member. Participating Pharmacy may refuse to provide Pharmacy Services to a Member based on that professional judgment, which must be documented.

4.6. Member Cost Share

4.6.1 Collection From Members

Except to the extent inconsistent with or otherwise required by applicable Law, Participating Pharmacy shall charge and collect from Eligible Members the lesser of (a) the Usual and Customary Charge or (b) the applicable Copayment. Unless otherwise directed in writing by Argus, in no event shall Participating Pharmacy collect any greater amount or any other fees, surcharges, or compensation from Eligible Members. Participating Pharmacy shall not discount or waive any Copayment. Participating Pharmacy shall not impose on Eligible Member any charges other than the Copayment related to the dispensing of the Covered Medication and Pharmacy Service.

4.6.2 Member Hold Harmless

Participating Pharmacy agrees that in no event, including but not limited to, nonpayment, insolvency, or bankruptcy of Argus, a Customer, or a Plan, or breach of this Agreement, shall Participating Pharmacy bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member for the provision of Pharmacy Services related to a Covered Medication. This includes situations where payment to Participating Pharmacy is denied because Participating Pharmacy failed to comply with the terms of this Agreement. This does not prohibit collection of Copayment in accordance with the terms of this Agreement. Participating Pharmacy further agrees that (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Members, and that (b) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Participating Pharmacy and Member. In no event shall Participating Pharmacy seek to collect Copayments from Argus or Customers.

4.6.3 Zero Balance Logic

Notwithstanding anything in the Agreement, an ANA, or an amendment or addendum to the Agreement (including those ANAs and other rate amendments and addenda already in existence as of execution of this Agreement), zero balance logic shall not apply and Eligible Members shall be charged the lesser of the contract rate (i.e., lesser of U&C or AWP/WAC/MAC plus dispensing fee) or the applicable Copayment, unless otherwise permitted by the applicable Plan design and requirements (which are subject to change without notice).

4.6.4 Other Member Fees

In some cases, administrative, transaction, access, or other types of fees may apply with respect to Eligible Members. When applicable, Participating Pharmacy shall collect from Eligible Members at the point of sale any such fees as communicated to Participating Pharmacy via IPNS®, which such fees may be debited from amounts owing to Participating Pharmacy, including Participating Pharmacy's claims payment account.

4.7. Generic Dispensing

Participating Pharmacy shall fill prescriptions with Generic Drugs whenever: (a) permitted and in accordance with applicable Law and Pharmacy Standards; (b) available at less cost than non-Generic Drugs; and (c) in compliance with the applicable Formulary.

4.8. Formulary Compliance

Participating Pharmacy shall use commercially reasonable efforts to contact the prescriber to encourage Formulary compliance and request authorization to change to a therapeutic equivalent Formulary drug to the extent permitted by Law and subject to the professional judgment of the pharmacist. Participating Pharmacy shall not recommend non-Formulary medications to prescribers or Members

such participation and related activities by Participating Pharmacy. In the event Participating Pharmacy refuses or fails to participate in an initiative under this Section, Argus may terminate this Agreement upon thirty (30) days prior written notice to Participating Pharmacy.

4.16. Member Complaints

Participating Pharmacy agrees to cooperate fully with Argus or the Member's Plan in the investigation and resolution of Member complaints and grievances concerning Pharmacy Services provided under this Agreement, including promptly providing Argus with requested documentation related thereto.

4.17. Rebates

Argus and/or Customers have the right to submit all Claims for Covered Medications for Members to pharmaceutical companies in connection with rebate or other similar programs. Participating Pharmacy shall not submit any of the Claims for Covered Medications for Members to any pharmaceutical company for the purpose of receiving any rebates, discounts, or the like, except as authorized by Argus in advance in writing.

4.18. Regulatory Addenda and Compliance with Law

Participating Pharmacy must comply with all applicable Laws, including, without limitation, the following, which are incorporated by reference: (a) Federal Acquisition Regulations ("FAR") 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" (31 U.S.C. Section 1352); (b) FAR 52.222-26, "Equal Opportunity" (E.O. 11246), (C. Section 2012(a)); (c) FAR 52.222-36, "Affirmative Action for Handicapped Workers" (29 U.S.C. Section 793); and (d) Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*). In addition, Participating Pharmacy acknowledges that various federal and state mandates may apply with respect to this Agreement and the Pharmacy Services provided to Members of Argus' Customers. Such mandates are included in addenda hereto and may provide specific, different, and/or additional contractual provisions applicable to some of the Pharmacy Services, Members, and/or Plans ("Regulatory Addenda"). By signing this Agreement, Participating Pharmacy acknowledges and agrees that it has received the Regulatory Addenda, has read the Regulatory Addenda, and agrees to the terms and conditions set forth in the Regulatory Addenda, without requiring a separate signature thereon. The provisions in the Regulatory Addenda only apply if they are required and then only as those provisions relate to Members whose Plan is governed by the applicable provisions. In the event of a conflict between this Agreement and an applicable Regulatory Addendum, the Regulatory Addendum shall control to the extent required by Law. Participating Pharmacy represents and warrants that it is, and shall remain, in compliance with all applicable Laws, including but not limited to those Laws referenced in the Regulatory Addenda (all of which are incorporated herein by this reference). Participating Pharmacy acknowledges and agrees that the Regulatory Addenda may be amended and/or supplemented with additional addenda by Argus from time to time upon written notice to Participating Pharmacy. Regulatory Addenda shall be provided or made available to Participating Pharmacy by Argus in written or electronic format.

4.19. Compliance Program

Argus encourages Participating Pharmacy to have its own compliance program that satisfies government requirements. Argus expects and requires Participating Pharmacy and its employees, contractors, and agents providing services to Argus directly or indirectly to act in an ethical and compliant manner. Participating Pharmacy shall promptly report in writing to Argus' Compliance Officer compliance concerns and suspected or actual violations of law or policy related to the services provided by or to Argus.

4.20. Deficit Reduction Act of 2005 / False Claims Acts

Under the Deficit Reduction Act of 2005, certain entities are required by law to establish policies and provide information regarding the federal False Claims Act and similar state laws, an employee's right to be protected as a whistleblower, and policies and procedures for detecting and preventing fraud, waste, and abuse in state and federal health care programs ("DRA Policies"). Any contractor,

subcontractor, agent, and other person which or who furnish or otherwise authorize the furnishing of Medicaid health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by these covered entities is required to adopt their DRA Policies, as may be amended from time to time. Argus will provide or make available to Participating Pharmacy the DRA Policies. To the extent Participating Pharmacy or any of its employees or subcontractors furnishes or otherwise authorizes the furnishing of Medicaid health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by these covered entities, Participating Pharmacy shall comply with the DRA Policies as required by Law.

4.21. Legal Actions

Participating Pharmacy shall promptly notify Argus in writing of any legal or administrative claim made or action filed by a Member or other person or entity against Participating Pharmacy arising from this Agreement and any legal or administrative claim made or action filed against Participating Pharmacy that otherwise could affect the ability of Participating Pharmacy to perform its obligations under this Agreement.

4.22. Communication and Procedures

Participating Pharmacy shall develop, implement, and maintain efficient and accurate procedures for administering its responsibilities hereunder and shall communicate openly with Argus and Customers with respect thereto. Participating Pharmacy hereby provides its written and informed consent to receive from Argus and its affiliates communications, advertisements, and solicitations in connection with this Agreement via facsimile, telephone, and email at the respective address(es), telephone number(s), and e-mail address(es) provided in connection with this Agreement. Such communications may include, but are not limited to, additional ANAs, information concerning the efficacy and quality of prescription drugs, and other educational materials.

4.23. Non-Retail Pharmacies

Participating Pharmacy acknowledges and agrees that participation as a non-retail pharmacy (such as, but not limited to, mail order, specialty, 340B, long-term care, home infusion, I/T/U) is subject to additional and sometimes different provisions and/or rates. Accordingly, Participating Pharmacy acknowledges and agrees that it will execute a separate addendum with Argus prior to providing such non-retail services under this Agreement.

4.24. Medicare Part D

Participating Pharmacy acknowledges and agrees that participation in Medicare Part D is subject to additional and sometimes different provisions. Accordingly, Participating Pharmacy acknowledges and agrees that it will execute a separate Medicare Part D addendum with Argus prior to providing Medicare Part D services under this Agreement.

5. Additional Representations and Responsibilities of Participating Pharmacy

5.1. Credentialing

Participating Pharmacy agrees to timely complete any credentialing and re-credentialing forms required by Argus and to provide any credentialing documentation to Argus upon request. Participating Pharmacy shall promptly notify Argus in writing of any change in its credentialing information.

5.2. Accreditation and Licensure

Participating Pharmacy represents and warrants that Participating Pharmacy and each of its pharmacist is in and shall maintain good standing with all federal, state, and local regulatory bodies and has and shall maintain the licenses and certifications required by Law to provide Pharmacy Services to Members. Participating Pharmacy shall provide evidence of such good standing, certification, and licensure at no charge to Argus, a Customer, or a designee of either Argus or Customer within ten (10) days of written request by any of them. Participating Pharmacy shall notify Argus immediately of any

revocation, suspension, limitation, or other action which reasonably may impair performance of Participating Pharmacy's obligations under this Agreement. Participating Pharmacy shall immediately notify Argus in writing if Participating Pharmacy loses or voluntarily surrenders such licensure or certification required to provide Pharmacy Services.

5.3. OIG/GSA Exclusions

If Participating Pharmacy is sanctioned by the Office of Inspector General (OIG) or the General Services Administration (GSA) and/or is not eligible to participate in Medicare, Medicaid, or other federal or state health care programs, Participating Pharmacy is not eligible to participate in any Argus Network. Participating Pharmacy shall review the OIG and GSA exclusion lists upon hire of any employee, contractor, or agent that will be providing services to Argus directly or indirectly ("Covered Individual"), and periodically thereafter (in all events no less than annually), to ensure that all Covered Individuals are not excluded from participation in government funded health care programs. Participating Pharmacy shall notify Argus in writing immediately of the exclusion, suspension, revocation, limitation, restriction, or any other disciplinary action implemented by the OIG, GSA, or any regulatory body having jurisdiction over Participating Pharmacy and its pharmacists. In the event a Covered Individual has been excluded from participation in government funded health care programs, Participating Pharmacy shall immediately remove any such Covered Individual(s) from direct responsibility for, or involvement in, services provided to Argus related to government health care programs, and will take appropriate corrective actions. This Section shall refer to and include members of Participating Pharmacy's board of directors and any key management, executive staff, and any major stockholder. Participating Pharmacy shall provide Argus with a certification or attestation by an officer or director of Participating Pharmacy of compliance with this Section upon reasonable request of Argus.

5.4. Professional Liability Insurance

Participating Pharmacy represents and warrants that it maintains, and agrees that it shall maintain in full force and effect throughout the term of this Agreement, minimum primary professional liability insurance in form and amounts that are reasonable for the industry and for a provider of Pharmacy Services of the type and size of Participating Pharmacy, which in all events shall be in amounts of no less than \$1,000,000 per claim and \$3,000,000 in the aggregate of all claims per 12-month period or such greater amount required by Law or Pharmacy Standards. When allowed by Law, these coverage amounts may be obtained through excess professional liability insurance other than an umbrella policy providing excess limits over more than one line of coverage. Promptly upon Argus' written request, Participating Pharmacy shall provide Argus written evidence confirming this insurance is in effect. Participating Pharmacy shall notify Argus in writing not less than thirty (30) days in advance prior to any cancellation, non-renewal, or material change in this coverage. Participating Pharmacy must notify Argus immediately in writing if its insurance is canceled, lapsed, or otherwise terminated.

5.5. Offshore Operations and Activities

Participating Pharmacy represents and warrants that it and its subcontractors do not, and shall not, perform any operations or activities under or in connection with this Agreement at a location outside of the United States, without prior written approval of Argus.

5.6. Corrective Action Plans

Notwithstanding any other rights or remedies Argus may have under this Agreement or at law or equity, if at any time during the term of this Agreement Argus determines that Participating Pharmacy is not complying or has not complied with this Agreement, Argus may direct Participating Pharmacy to comply with a corrective action plan designed by Argus to ensure that Participating Pharmacy takes all actions necessary to comply with the Agreement.

6. Recordkeeping and Audits

6.1. Recordkeeping

For a period of three (3) years, or such longer period as required by Law, from the date Pharmacy Services were rendered, Participating Pharmacy shall maintain all pharmacy records and data relating to the provision of Pharmacy Services to Members and its responsibilities under this Agreement in a manner consistent with Pharmacy Standards and Law, including, without limitation, maintaining original prescriptions; daily prescription logs; wholesaler, manufacturer and distributor invoices; prescriber information; patient profiles; and signature logs. A signature log must contain, at a minimum, the prescription number, the date the Covered Medication was delivered to Member or Member's representative, the signature of Member or Member's representative to whom the prescription for a Covered Medication was delivered, and authorization for the release of the information to Argus and/or Customer. Payment may be withheld, denied, or charged back for Claims where records are not maintained and available as required hereunder.

6.2. Audits of Pharmacy Records

Argus, Customers, government regulatory agencies, and their authorized representatives shall have the right, for the term of this Agreement and for three (3) years thereafter, upon ten (10) days prior notice to Participating Pharmacy, or such lesser or greater time as is required or allowed by Law, to review, audit, examine, and reproduce any of the Participating Pharmacy's books, records, prescription files, and signature logs pertaining to Covered Medications for Eligible Members and/or Participating Pharmacy's compliance with this Agreement. In addition, Participating Pharmacy shall provide records or copies of records requested by Argus, Customers, government regulatory agencies, and/or their authorized representatives within ten (10) days, or such longer period required by Law, from the date of a written request for such records. Participating Pharmacy shall cooperate in good faith in such audits and shall provide Participating Pharmacy, Customers, government regulatory agencies, and their authorized representatives access to Participating Pharmacy's premises for such purposes. If it is determined through audits or otherwise that Disbursements have resulted in overpayments to a Participating Pharmacy, any such overpayments shall become immediately due and owing by Participating Pharmacy. Argus may deduct any such overpayments from any Disbursements or remittances in accordance with Section 7.4 of this Agreement.

6.2.1 Centers for Medicare and Medicaid Services Audits

Without limiting the generality of Section 6.2 of this Agreement, Participating Pharmacy acknowledges that auditors conducting audits on behalf of the Centers for Medicare and Medicaid Services ("CMS") may request, and Participating Pharmacy shall provide, documentation that may include (but not be limited to) the following books, records, prescription files: (1) a front and back photocopy of the original prescription for each prescription number containing: (i) patient name; (ii) drug name; (iii) drug strength; (iv) DAW product selection code; (v) prescriber name; (vi) prescription date; (vii) quantity; and (viii) directions; (2) a prescription record screen shot showing the paid prescription claim from the claim processing software including (i) patient name; (ii) drug name; (iii) drug strength; (iv) DAW product selection code; (v) quantity; (vi) day supply; (vii) product service date; (viii) prescriber identification number; and (ix) prescription number; (3) a copy of the patient signature log or electronic log for the prescription and date of service being audited; and (4) a list of the ingredients, quantity of each ingredient and cost of each product for all compound prescriptions.

6.3. Record Requests

Participating Pharmacy acknowledges that Argus may receive subpoenas and/or other record requests related to Participating Pharmacy. Upon Argus' request, Participating Pharmacy shall cooperate with Argus in responding to such requests and shall promptly provide requested information and documentation.

7. Compensation

7.1. Payment of Covered Medications

Participating Pharmacy shall accept as payment in full for Covered Medications provided to Eligible Members in accordance with this Agreement the Disbursements at rates set forth in the applicable amendment, addendum, and/or ANA (as may be amended from time to time in accordance with this Agreement). Subject to the terms and conditions of this Agreement, Argus will pay Participating Pharmacy according to the payment schedule set forth in Exhibit 2 hereto, which is incorporated herein by this reference.

7.2. Customer Payment Responsibility

Argus shall arrange for Customers to pay for Claims in accordance with this Agreement. Participating Pharmacy acknowledges and agrees that Argus operates only as an intermediary between Customers and Participating Pharmacy with respect to payment under this Agreement and that Claim payment amounts due hereunder are the sole and exclusive responsibility of Customers. Participating Pharmacy further acknowledges and agrees that Argus is not obligated to pay Participating Pharmacy for Claims relating to a Customer if the Customer fails to provide Argus with sufficient funds for such payment, and Argus has no liability to Participating Pharmacy for nonpayment or for any delay in payment from a Customer. Accordingly, Participating Pharmacy agrees that it shall have no claim against Argus, and shall not seek payment from Argus, above or beyond the amount of payments made to Argus by the applicable Customer. In the event of non-payment by a Customer, Argus is not required to commence litigation or other legal proceedings against a Customer to obtain payment.

7.3. Medicare, Medicaid, and Other Government Related Payments

Participating Pharmacy agrees to comply with all applicable Medicare, Medicaid, and other Laws (including CMS regulations and instructions). Participating Pharmacy further agrees to comply with all Laws applicable to individuals and entities receiving federal funds and all other applicable federal and state Laws (including governmental issuances), including but not limited to all applicable federal and state anti-kickback statutes and all federal and state privacy and security requirements. When providing Covered Medications to Eligible Members of a Medicaid, Medicare, or other government Plan, Participating Pharmacy shall accept as payment in full the lesser of: (1) the contracted rate and fees set forth in the applicable amendment, addendum, or ANA between Participating Pharmacy and Argus; or (2) lesser of the amount set forth in the applicable government fee schedule or government allowed amount.

7.4. Payment of Argus Charges and Claim Overpayments

Participating Pharmacy agrees that it shall owe Argus the charges set forth in Exhibit 3 (Pricing Sheet) hereto and any overpayments made to Participating Pharmacy for Claims or otherwise. In addition, Participating Pharmacy acknowledges and agrees that to the extent Argus and/or Customers incur penalties that result from Participating Pharmacy's actions, inactions, or other failure to comply with this Agreement and/or applicable Law, Participating Pharmacy shall immediately owe and pay any such penalties imposed upon Argus and/or Customers, including but not limited to fees, interest, damages, judgments, financial obligations, or other charges, unless otherwise prohibited by Law. Participating Pharmacy acknowledges that Argus may deduct the amount of such charges, overpayments, and penalties from Disbursements or other remittances to Participating Pharmacy. In the event no such deduction is made, Participating Pharmacy shall pay such charges, overpayments, and/or penalties to Argus within thirty (30) days of the receipt of an invoice therefor. Participating Pharmacy shall pay late fees at the rate of the lesser of one and one-half percent per month or the highest percent allowed by Law from the payment due date until the invoice is paid in full. Argus may deduct unpaid charges, overpayments, penalties, and/or late fees from future Disbursements or remittances. Participating Pharmacy shall reimburse Argus for its reasonable expenses, including attorneys' fees and costs, in enforcing this Agreement, including this Section 7.4. Argus may use a lockbox arrangement in accepting payment from Participating Pharmacy. Participating Pharmacy therefore agrees not to

attempt to affect an accord or satisfaction through a payment instrument or accompanying written communication and not to conditionally or restrictively endorse a payment instrument, and Argus shall not be bound by any such attempt or endorsement.

7.5. Payments to Third Parties

Argus may remit payment due hereunder to third parties in accordance with assignment, lien, court order, or such other documentation received by Argus pursuant to which monies owed to Participating Pharmacy under this Agreement have been assigned to, are due to, or are directed to be paid to that third party (i.e., assignee, bankruptcy trustee, liquidator, government, etc.). Payments to such third party(ies) shall satisfy the obligation to Participating Pharmacy for payment under this Agreement. In the event Participating Pharmacy is aware of such third party requirements, Participating Pharmacy shall promptly notify Argus of such and provide Argus with the name, address, and tax identification number of any such third party, including relevant documentation related thereto. Participating Pharmacy shall promptly notify Argus of any changes to such third party requirements.

7.6. Suspension of Payments

Argus may withhold payment due hereunder: (a) as directed by Medicare, Medicaid, or other governmental entity; and/or (b) in cases where there is a reasonable suspicion of fraud. In such cases, the Claim amounts shall not become due and owing hereunder until: (a) such amounts are allowed to be paid by Medicare, Medicaid, or other governmental entity; and/or (b) the suspicion of fraud has been fully resolved with a determination of no fraud by Argus, Customer, or a court of competent jurisdiction.

7.7. Pricing Benchmark

Upon thirty (30) days written notice to Participating Pharmacy, Argus (at its sole discretion) may utilize different pricing benchmarks (i.e., WAC instead of AWP) for all or some of the pricing of Claims hereunder, provided that the change to the new pricing benchmark(s) maintains comparable pricing as existed prior to such change. Exhibit 4 hereto, which is incorporated by this reference, sets for the WAC-based reimbursement rates that correspond to each AWP-based reimbursement rate.

7.8. Payment Disputes

Participating Pharmacy must notify Argus in writing of any alleged error, miscalculation, discrepancy, or basis for questioning the correctness of any Claim (whether Paid, Denied, Rejected, Reversed, or otherwise) within ninety (90) days after the Remittance Advice is sent to or made available to Participating Pharmacy, except as otherwise required by Law or permitted by Argus in writing. Otherwise, Participating Pharmacy will be deemed to have confirmed the accuracy of the Claims processed and/or Paid during that Financial Cycle. This does not apply with respect to any overpayments made to Participating Pharmacy. In no event will Argus have any liability above or beyond Claim amounts during such ninety (90) day period.

8. Information Obtained Through Online Messages

Participating Pharmacy acknowledges and agrees that (a) information contained in online messages through IPNS®, including but not limited to DUR Messages, is derived from third party sources and is not independently developed by Argus, and Argus utilizes industry materials and the advice and resources of outside vendors and healthcare professionals to provide such information, including DUR Messages, (b) the usefulness of DUR Messages and Formulary information is necessarily limited by the amount of patient input into the IPNS® database as a result of Claims processing, the amount of information provided by Customers, and the thoroughness and accuracy of industry information and information provided by third parties, (c) DUR Messages and Formulary information are intended as an aid to, and not a substitute for, the knowledge, expertise, skill and judgment of prescribers, Participating Pharmacy, pharmacists, or other healthcare professionals, (d) Participating Pharmacy, prescribers, pharmacists, other healthcare professionals, and Customers are individually responsible for acting or not acting upon information generated and transmitted by Argus through IPNS®, including without limitation DUR Messages and Formulary information, (e) Argus does

not control the healthcare decisions made or actions taken by Participating Pharmacy, prescribers, pharmacists, other healthcare professionals, Customers, or Members, (f) the DUR Messages and Formulary information do not contain all currently available information on healthcare or pharmaceutical practices, (g) Argus is not responsible for failing to include information in an IPNS® message, including DUR Message and Formulary detail, for the actions or omissions of contributors of information to Argus, or for misstatements or inaccuracies in the information provided to Argus, including but not limited to industry materials utilized by Argus, and (h) all warranty disclaimers and exclusions made by contributors of information or data to Argus shall apply to the Argus services provided hereunder.

9. Term and Termination

9.1. Term of Agreement

This Agreement shall commence on the Effective Date, the initial term shall continue for a term of five (5) years from the Effective Date, and unless terminated as provided by this Section 9, the Agreement shall automatically renew for successive one-year renewal terms; provided, however, that this Agreement shall terminate upon written notice no less than one hundred and eighty (180) days prior to the end of the initial term or any renewal term.

9.2. Termination upon Insolvency

Argus may terminate this Agreement with written notice to Participating Pharmacy immediately upon the filing by or against Participating Pharmacy of any action under the Federal Bankruptcy Act, or any other law or act regarding insolvency, reorganization, arrangement, or extension for the relief of debtors, including the assignment of assets for the benefit of creditors, and the appointment of a receiver or trustee for transfer or sale of a material portion of Participating Pharmacy's assets.

9.3. Termination for Default

If there is any material default by either party in the performance of the terms and conditions of this Agreement, the non-defaulting party may terminate this Agreement upon sixty (60) days' prior written notice, provided, however, that the defaulting party has not cured such default within ten (10) days prior to the end of such sixty (60) day period.

9.4. Immediate Termination or Suspension

Notwithstanding Section 9.3 of this Agreement, Argus may terminate or suspend (in its sole discretion) this Agreement or the participation under this Agreement of Participating Pharmacy or an individual Participating Pharmacy location in whole or with respect to particular Networks or Connected Plans, immediately upon written notice to Participating Pharmacy in the event of any of the following: (a) Participating Pharmacy's breach of the representations, warranties, and/or obligations set forth in Article 5 hereof; (b) reasonable suspicion of Participating Pharmacy's negligent or fraudulent submission of incorrect or false Claim information; (c) any actual or threatened suspension, revocation, condition, limitation, qualification, or other restriction on Participating Pharmacy's license or certification; (d) any suspension or exclusion or proposed suspension or exclusion of Participating Pharmacy from a state or federal health care program; (e) Participating Pharmacy's indictment for, or conviction of, a felony, fraud, and/or submission of false claim information; or (f) a determination by Argus or a Plan that the health, safety, or welfare of Members is jeopardized by continuation of this Agreement.

9.5. Rights and Remedies in the Event of Termination, Suspension, or Breach

In the event of termination, suspension, and/or breach of this Agreement for any reason, in addition to all other rights and remedies Argus may have at law, equity, or under this Agreement, Argus shall have the right to: (a) suspend any and all obligations of Argus under and in connection with this Agreement; (b) impose reasonable investigation and handling fees, and/or (c) offset against any amounts owed to Participating Pharmacy under this Agreement or under any other agreement between Argus and Participating Pharmacy, any amounts required to be paid by Participating Pharmacy to Argus.

Participating Pharmacy acknowledges the rights of Argus to notify Customers and Members of termination or suspension of this Agreement or a Participating Pharmacy's participation hereunder.

9.6. Survival of Certain Provisions

Notwithstanding the termination of this Agreement, Sections 4.6.2, 4.16, 4.21, 7.2, 7.4, 7.5, 14.9, and Articles 6, 10, 11, 12, and 13, and any obligations that arise prior to termination of the Agreement shall survive such termination.

10. Performance Warranty

In the event of any claim by Participating Pharmacy that Argus has not performed its obligations to provide services as required by this Agreement, the sole obligation of Argus shall be to re-process the Claim or re-perform any service which does not conform to this Agreement at Argus' expense, provided that such failure to perform is not due to an act or omission by Participating Pharmacy.

EXCEPT AS PROVIDED IN THIS SECTION 10, NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE MADE BY ARGUS WITH RESPECT TO ANY GOODS SOLD OR SERVICES PROVIDED HEREUNDER.

11. Limitation of Liability and Indemnification

Argus shall not be responsible to make Disbursements for Claims not submitted in accordance with this Agreement, and in particular Section 4.3 hereof, or for Claims that are Denied, Rejected, or Reversed. Participating Pharmacy shall indemnify Argus, its Customers, and their respective shareholders, officers, directors, employees, and agents, and the successors, representatives and assigns thereof, for, and hold them harmless from and against, any and all liability, loss, damage, settlement, claim, injury, demand, judgment, and expense, including attorneys fees, arising directly or indirectly from (a) Argus' response to subpoenas or other requests for Participating Pharmacy information, (b) failure of Participating Pharmacy to act in accordance with Pharmacy Standards, Law, or this Agreement, (c) any actual or alleged malpractice, negligence, misconduct, act, or responsibility of Participating Pharmacy, (d) the provision of Pharmacy Services or the sale, compounding, dispensing, manufacturing, packaging, storage, or use of a drug or device dispensed by Participating Pharmacy, and (e) data related to payment and other data or information provided, submitted, transmitted, or certified by or on behalf of Participating Pharmacy in connection with this Agreement. All liability arising from the provision of Pharmacy Services by Participating Pharmacy shall be the sole responsibility of Participating Pharmacy.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, EXCEPT WITH RESPECT TO A CLAIM FOR INDEMNIFICATION UNDER THIS SECTION 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) OR PUNITIVE DAMAGES ARISING FROM THE RELATIONSHIP OF THE PARTIES OR THE CONDUCT OF BUSINESS UNDER THIS AGREEMENT (EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES).

12. Confidentiality

For purposes of this Section 12 and Section 13 below, Proprietary Information shall include this Agreement, its terms and all information disclosed by each party to the other pursuant to negotiations between the parties. When used with respect to Argus in Sections 12 and 13, Proprietary Information shall mean: (a) all information pertaining to Argus' business and services, (b) Argus databases, software, layouts, designs, formats, procedures in any form of expression, processes, tags, applications, systems, and technology, (c) files, compilations, analyses, publications, edits, protocols, documents and reports, both internal and available to Participating Pharmacy and others, and (d) information pertaining to Connected Plans, Customers, Plan Specifications, Formularies, and the identity of Members. When used with respect to Participating Pharmacy in such Sections, Proprietary Information shall mean all information pertaining to specific Pharmacy Services rendered to

individual Members. The term "Proprietary Information" as used in this Section 12 and Section 13 does not include information which (1) is published or otherwise in the public domain through no fault of the receiving party; (2) prior to disclosure pursuant to this Agreement, or during negotiations therefor, is property within the legitimate possession of the receiving party; (3) subsequent to disclosure pursuant to this Agreement is lawfully received from a third party having rights in the information without restriction of the third party's right to disseminate the information and without notice of any restriction against its further disclosure; (4) is independently developed by the receiving party through its agents who have not had access to such Proprietary Information; or (5) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental agency.

Each party represents and warrants that it has the right to disclose its Proprietary Information to the other party. Each party acknowledges and agrees that the other party's Proprietary Information constitutes confidential material and trade secrets of the other party and agrees to hold such Proprietary Information in confidence, to use and reproduce such Proprietary Information only to accomplish the intent of this Agreement, and to use reasonable care to avoid unauthorized disclosure or use of the Proprietary Information; provided, however, that Argus is authorized to disclose this Agreement and Participating Pharmacy Proprietary Information to Customers.

All Proprietary Information, unless otherwise agreed in writing, remains the exclusive property of the disclosing party. For purposes of this Agreement, the existence of a copyright notice or claim shall not cause or be construed to cause any part of the Proprietary Information to be published in the public domain. Proprietary Information of Argus, including all copies in tangible form of such information, must be returned to Argus or destroyed (and certified by an officer of Participating Pharmacy as destroyed) after Participating Pharmacy's need for it has expired or upon request of Argus, and, in any event, upon expiration or termination of this Agreement.

The parties agree that monetary damages will be difficult to ascertain in the event of any breach of this Section 12 or Section 13 below and that monetary damages alone would not suffice to compensate a party for such breach. The parties agree that in the event of violation of this Section 12 or Section 13 below, without limiting any other rights and remedies, an injunction may be brought against any party who has breached or threatened to breach this Section 12 or Section 13, without the requirement to post bond.

13. Ownership of Intellectual Property

13.1. Ownership

Argus and Participating Pharmacy shall retain full and exclusive ownership and all rights over their respective Proprietary Information, and over their respective publications, trade secrets, copyrights, trademarks, and patents. Participating Pharmacy shall not reverse engineer, decompile or disassemble or otherwise attempt to create or derive the source code of any Argus software or system. Participating Pharmacy acknowledges that Argus' software, systems, products, services, and related documentation may contain trade secrets of Argus or third parties and may be patented or copyrighted. Participating Pharmacy agrees not to use, reproduce, adapt, or distribute any originals or copies of the foregoing, in whole or in part, without Argus' advance written consent, and agrees that any such copies shall bear the same proprietary legends or notices as appear in this Agreement and on the originals.

13.2. Advertisement

Neither Participating Pharmacy nor Argus may advertise or use any trademarks, service marks, or symbols of the other party without first receiving the prior written consent of the party owning the mark and/or symbol with the following exceptions: Argus may use the name, address(es), telephone numbers, and hours of operation of Participating Pharmacy in informational brochures, directories, and other publications provided to Members, potential Members, Customers, and potential Customers. Participating Pharmacy may use Customers' names for the sole purpose of informing Members and the general public that Participating Pharmacy participates in a Network. Upon termination of this Agreement, Participating Pharmacy shall immediately discontinue the use of any name, symbol, trademark, or service mark of Argus in advertising and/or any other promotional information.

14. Miscellaneous

14.1. Relationships

The parties hereto are independent contracting parties, and nothing in this Agreement is intended to nor may anything in the Agreement be construed to create an employer/employee relationship, a partnership, a joint venture relationship, an agency relationship, or any other legal relationship between the parties other than or in addition to that of independent contracting parties. Neither party will act as or be deemed a representative of the other party.

14.2. Assignment

Neither party may assign this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld; provided, however, that Argus may, without consent, assign this Agreement to any direct or indirect parent, subsidiary, or affiliated company or to a successor company. Any permitted assignee shall assume all obligations of its assignor under this Agreement. This Agreement shall inure to the benefit of and be binding upon each party, its respective successors and permitted assignees.

14.3. Subcontracting

If Participating Pharmacy subcontracts with another entity or person for any services required under this Agreement, Participating Pharmacy shall ensure that any such subcontractor complies with all requirements of this Agreement. Further, Participating Pharmacy agrees that it shall not subcontract with an entity or person to perform any activities under this Agreement at a location outside of the United States without prior written approval of Argus.

14.4. Force Majeure

Any party's delay in, or failure of, performance under this Agreement shall be excused where such delay or failure is the result of causes that are beyond the affected party's reasonable control, including acts of nature, fire, or other catastrophe, electrical, computer, software, transmission, communications or mechanical failure, work stoppage, delays or failure to act of any carrier or agent, direction or effect of an order from a court or government agency or body, or any other cause beyond a party's direct control.

14.5. Notices

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage prepaid, and shall be sent by certified or registered mail, return receipt requested, or by facsimile, to Argus or Participating Pharmacy at the address set forth at the beginning of this Agreement or at such address as may subsequently be provided in writing to the respective parties. The notice shall be addressed and made to the President of the party to which notice is being sent.

14.6. Entire Agreement

This Agreement, together with its exhibits, schedules, ANAs (including those in effect as of the date of execution of this Agreement and executed or agreed to in connection with this Agreement), Regulatory Addenda, and Plan Specifications communicated to Participating Pharmacy (all of which are incorporated herein by this reference as if fully set forth herein), contains the entire Agreement between Participating Pharmacy and Argus relating to the subject matter hereof, and are referred to collectively herein as the "Agreement". In the event of any conflict between these documents, the applicable Regulatory Addenda control to the extent required by Law and then this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect (including, without limitation, any prior Participating Pharmacy Agreements). Invalidity of any term or portion of the Agreement shall not affect the validity, effectiveness, or enforceability of any other provision.

14.7. Amendments

This Agreement may be amended in three (3) ways:

- 14.7.1. By the mutual written consent of the parties;
- 14.7.2. This Agreement (including any exhibits, schedules, ANAs, Regulatory Addenda) shall be deemed amended to conform with changes to state or federal Law affecting any provision of this Agreement on the date such change becomes effective, in which case Argus shall provide Participating Pharmacy thirty (30) days prior written notice of such changes (or such longer period required by Law), unless changes to federal or state Law make such advance notice impossible or impractical; or
- 14.7.3. Argus may amend the Agreement (including any exhibits, schedules, ANAs, Regulatory Addenda) by giving thirty (30) days advance written notice to Participating Pharmacy of the terms of the amendment (or such longer period required by Law). If Participating Pharmacy objects to such amendment, it may terminate this Agreement by providing written notice prior to the effective date of such amendment. In the event (a) Participating Pharmacy fails to provide written notice to Argus of objection to the amendment prior to the effective date of the amendment or (b) Participating Pharmacy continues to submit Claims after the effective date of such amendment, Participating Pharmacy will be deemed to have accepted such amendment as if it had given its express written consent thereto, without requiring a separate signature in order to be effective.

14.8. Heading

The headings or articles and sections contained in this Agreement are for reference purposes only, and do not affect in any way the meaning or interpretation of this Agreement.

14.9. Governing Law and Venue

This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri, without regard to conflict of law principles. The venue and jurisdiction for any action arising under this Agreement will be in the state or federal courts in Missouri. The parties consent to the jurisdiction and venue of the state or federal courts in Missouri and waive any objections to such jurisdiction and venue.

14.10. Third Party Beneficiaries

Except for the indemnification provision, this Agreement is intended solely for the benefit of the parties, and in no event shall any third party, including without limitation any prescriber, Member, governmental entity, or contractor of Participating Pharmacy, have any rights or cause of action under or right to enforce the terms of this Agreement.

14.11. Waiver

Failure to exercise any of the rights granted under this Agreement for any one default shall not be a waiver of the right to exercise any of these rights for subsequent defaults.

14.12. Electronic Contracting

The parties agree that they may contract electronically, including but not limited to this Agreement, and any amendment or addenda hereto. Either party may decline to contract electronically by providing written notice of such to the other party.

14.13. Pharmacy Services Administration Organization (PSAO)

If the entity executing this Agreement is a PSAO entering into this Agreement on behalf of one or more pharmacies, by signing this Agreement, PSAO acknowledges and agrees that it has received the Pharmacy Services Administration Organization Addendum ("PSAO Addendum"), has read the PSAO Addendum, and agrees to the terms and conditions set forth in the PSAO Addendum, which is

incorporated herein, without requiring a separate signature thereon. If the entity executing this Agreement is Participating Pharmacy, by signing this Agreement, Participating Pharmacy represents and warrants that it does not belong to an affiliated group of pharmacies that obtain the administrative services of a PSAO. If Participating Pharmacy later obtains the services of a PSAO, PSAO or Participating Pharmacy shall notify Argus in writing immediately and this Agreement shall terminate on the Participating Pharmacy effective date (as defined in the PSAO Addendum), in which case Participating Pharmacy represents and warrants that it has authorized its PSAO to bind Participating Pharmacy, individually and as part of an affiliated group of pharmacies, to all the terms and conditions of the PSAO's agreement with Argus. Upon Argus' written request, PSAO shall provide Argus with evidence of PSAO's authority to bind the Participating Pharmacy. In the event Participating Pharmacy utilizes the services of a PSAO, Participating Pharmacy shall indemnify Argus, its Customers, and their respective shareholders, officers, directors, employees and agents, and the successors, representatives and assigns thereof, for, and hold them harmless from and against, any and all liability, loss, damage, settlement, claim, injury, demand, judgment, and expense, including attorneys fees, arising directly or indirectly from (a) failure of Participating Pharmacy to act in accordance with its agreement with PSAO, and (b) any dispute between Participating Pharmacy and PSAO.


Participating Pharmacy is not authorized to add, delete, or make any modifications to this Agreement (whether typed, hand-written, or otherwise) without the prior written consent of Argus. Any such modifications to this Agreement without the written authorization of Argus shall be invalid and shall have no effect.

IN WITNESS WHEREOF, Participating Pharmacy and Argus have executed this Agreement by their representatives duly authorized as of the date below.

ATTEST:
Clerk to the Board
Kecia Harper-Ihem

**County of Riverside On Behalf
of the Exclusive Care Division of
its Human Resources Department**

By 
Deputy

By 
Bob Buster
Chairman, Board of Supervisors

Date NOV 01 2011

Date NOV 01 2011

Approved as to form and content:

Neal Kipnis (Deputy)
County Counsel

By: 
County Counsel

CONTRACTOR: Argus Health Systems

By: 

Printed Name: Patricia Yakimo

Title: SR. VP

Date: _____

NOV 10 2011

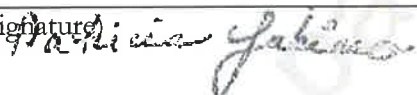
Participating Pharmacy is not authorized to add, delete, or make any modifications to this Agreement (whether typed, hand-written, or otherwise) without the prior written consent of Argus. Any such modifications to this Agreement without the written authorization of Argus shall be invalid and shall have no effect.

IN WITNESS WHEREOF, Participating Pharmacy and Argus have executed this Agreement by their representatives duly authorized as of the date below.

Participating Pharmacy:

Argus Health Systems, Inc:


Name (Signature)


Name (Signature)

Barbara A. Olivier

Patricia Yakimo
SR. VP

Name (Printed)

Name (Printed)

Asst. County Executive Officer/
Human Resources Director

Title

Title

NOV 10 2011

10-30-11

Date

Date

Riverside County Rubidoux Pharmacy

Legal Name of Participating Pharmacy

County Code

NCPDP#: 5627469

Telephone: (800) 522-7487

NPI #: 1467658385

Telephone: (877) 748-2679

Fax: (951) 955-0899

Email: DCApostol@rc-hr.com

Fax Independents (816) 435-7440

Exhibit 1

Definitions

- 1.1 "Accepted" means Paid, Denied, or Reversed.
- 1.2 "Argus Network Agreement" or "ANA" means the applicable Disbursement schedule.
- 1.3 "Argus IPNS® Format" means, for Claims submitted on electronic or magnetic media, the NCPDP or other industry standard format specified or accepted and machine readable by Argus (including such new standards as may be established from time to time) and containing Required Information, and for Claims submitted on paper, a UCF Form and Argus transmittal form containing Required Information and forwarded to an Argus-designated post office box.
- 1.4 "Average Wholesale Price" or "AWP" mean a benchmark price for a given pharmaceutical product as established and reported by First DataBank or such other nationally recognized third party pricing source as selected by Argus in its sole discretion ("Pricing Source"). Such pricing will be updated in IPNS® by Argus on no less than a weekly basis (or more frequently in Argus' sole discretion) or as otherwise required by Law with data received from the Pricing Source; provided, however, Argus receives usable and acceptable data from such Pricing Source, which if not received timely could result in delays. Pricing will be based on the 11-digit NDC for the actual package size of the pharmaceutical product dispensed. AWP does not represent a wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources such as First DataBank. Argus and Participating Pharmacy are both aware that FDB adjusted the manner in which it calculates the AWP pricing published for approximately 23,000 National Drug Codes ("Affected NDCs") on and after Saturday, September 26, 2009. On September 26, 2009, FDB provided Argus with a separate production file (the "Adjustment File") that contained both the AWP rate prior to the adjustment ("Prior AWP") and the AWP rate after the adjustment ("Adjusted AWP") for each Affected NDC. On September 26, 2009, Argus compared the Prior AWP and Adjusted AWP for each Affected NDC and determined the numerical value (the "AWP Adjustment Rate") that, when applied to the Prior AWP, resulted in the Adjusted AWP for each Affected NDC. The AWP Adjustment Rate was calculated as of September 26, 2009 and will not be re-calculated in response to future fluctuations in the Adjusted AWP. Notwithstanding anything in the Agreement, any amendment or addenda thereto, or any ANA, on and after September 26, 2009, for all Argus' networks, Argus will apply the AWP Adjustment Rate to the Adjusted AWP's reported by FDB to determine the AWP price that it will use in calculating claim rates. All claims paid pursuant to the Agreement and priced utilizing sources or benchmarks other than AWP shall not be affected by the AWP Adjustment Rate.
- 1.5 "Brand Name Drug" means the designation of products as "brand" as determined by Argus under its then current standard policies which may take into account various factors.
- 1.6 "Claim" means the request of Participating Pharmacy in Argus IPNS® Format or such other format directed by Argus for amounts due to Participating Pharmacy under this Agreement for dispensing Covered Medications to Eligible Members in accordance with this Agreement.
- 1.7 "Connected Plan" means a Plan that is utilizing one of Argus' Networks.
- 1.8 "Copayment" means that portion of Participating Pharmacy's charge which a Member is required to pay Participating Pharmacy in accordance with the applicable Plan as indicated in the IPNS® or as otherwise advised by Argus in writing.
- 1.9 "Covered Medications" means those prescription drugs, injectables, compounds, supplies, and other items which are legally prescribed by an authorized, licensed medical practitioner and are covered by a Connected Plan.

- 1.10 "Customers" means customers of Argus for which Argus performs Claims processing and/or pharmacy network services.
- 1.11 "Dispense As Written Code" or "DAW Code" means the code promulgated by the NCPDP used to indicate the reason for dispensing a multi-source brand-named medication.
- 1.12 "Denied" means a Claim was submitted in Argus IPNS® Format but no Disbursement is due to Participating Pharmacy because the Claim did not meet Plan Specifications.
- 1.13 "Disbursement" means amounts received by Argus from Connected Plans which are due under this Agreement to Participating Pharmacy for a Financial Cycle.
- 1.14 "Drug Utilization Review Message" or "DUR Message" means an on-line message that alerts Participating Pharmacy of the potential interactions and/or resulting therapeutic implications of various drugs.
- 1.15 "Eligible" means a Member is entitled to Pharmacy Services under a Connected Plan.
- 1.16 "Financial Cycle" means the interval of time between payments of Disbursements by Argus to Participating Pharmacy as set forth in the applicable schedule, as amended from time to time by Argus.
- 1.17 "Formulary" means a list of preferred drug items developed, published, and periodically revised by Customers, which licensed medical practitioners are encouraged to prescribe and Participating Pharmacy is encouraged to fill, consistent with their professional medical judgment and applicable Laws, standards, and procedures, and could also mean information about the cost-effectiveness of such drugs.
- 1.18 "Generic Drug" means the designation of products as "generic" as determined by Argus under its then current standard policies which may take into account various factors.
- 1.19 "Identification Card" means a printed card that is issued by Argus or a Customer to a Member and that is used to identify the Member and covered dependents.
- 1.20 "IPNS®" means Argus' Integrated Pharmacy Network System described at the beginning of this Agreement.
- 1.21 "Laws" means all local, state, and federal laws, regulations, constitutions, charters, acts, statutes, ordinances, codes, rules, orders, decrees, judgments, or other legislative, judicial, administrative actions, or relevant case law and opinions issued by the state Office of the Attorney General, applicable to Participating Pharmacy.
- 1.22 "Maximum Allowable Cost" or "MAC" means a maximum price for a Covered Medication. Notwithstanding anything in an ANA or an amendment or addendum to the Agreement (including those ANAs and other rate amendments and addenda already in existence as of execution of this Agreement), the applicable MAC may vary by Connected Plan.
- 1.23 "Member" means an Eligible person who is enrolled in a Connected Plan.
- 1.24 "National Drug Code" or "NDC" means an identifier published by the pharmaceutical industry for a prescription drug.
- 1.25 "Network" means a group of pharmacies that have agreed to participate in an Argus network under an applicable ANA or as otherwise set forth in this Agreement.
- 1.26 "NCPDP" means the National Council for Prescription Drug Programs, which is a pharmaceutical-industry trade association that has developed a standardized format used for the transmission through electronic or magnetic media of claim data between pharmacies and claims processors.

- 1.27 “Paid” means a Claim has been submitted in Argus IPNS® Format and that a Disbursement shall be allowed under Plan Specifications if the Claim does not become Reversed.
- 1.28 “Pharmacy Services” means all services usually and customarily rendered by a pharmacy in the normal course of business, including, but not limited to, the dispensing of Covered Medications and related counseling and product consultation to Members.
- 1.29 “Pharmacy Services Administration Organization” or “PSAO” means an entity that provides administrative services to participating pharmacies and which participating pharmacies have authorized to select Networks on behalf of participating pharmacies.
- 1.30 “Pharmacy Standards” means standards that meet the greater of (a) the pharmaceutical care, skill and diligence that is customarily rendered by pharmacies in the United States (if measurable, or if not measurable, that is customarily rendered in the largest geographical area for which it is measurable), or (b) the pharmaceutical care, skill and diligence that is customarily rendered by the pharmacies in Argus’ Networks as a group.
- 1.31 “Plan Specifications” mean that portion of a Plan’s drug benefit that relate to Covered Medications with respect to Members.
- 1.32 “Plan” means a contract, endorsement, or other agreement or program, and any changes or additions thereto as may be made or amended from time to time, which provides coverage for health care or pharmacy services and/or supplies or otherwise provides access to health care or pharmacy services and/or supplies pursuant to agreed upon terms (including without limitation coverage specifications and reimbursement criteria, as determined by Customer), which may include but is not limited to insured benefits, self-funded benefits, and discount programs for uninsured and underinsured.
- 1.33 “Processing Messages” are messages sent electronically by Argus pertaining to Network or Plan information, including without limitation step therapy protocol, Formulary information, and DUR Messages.
- 1.34 “Rejected” means a Claim could not be processed in its entirety because the Participating Pharmacy has not agreed to participate in a Network or because of a lack of Required Information or errors; a Claim that is not Accepted is Rejected.
- 1.35 “Remittance Advice” means an explanation of Claims that are Paid.
- 1.36 “Required Information” means complete, identifiable (and if submitted on paper, legible) Claim information required by Argus. Required Information may include without limitation (a) Member’s identification number; (b) 11-digit NDC of the medication dispensed; (c) the bottle size from which the medication is dispensed; (d) quantity of the medication dispensed based on units identified on manufacturer package and reported by First DataBank for each NDC; (e) days supply for quantity of medication dispensed; (f) the correct DAW code; (g) Participating Pharmacy identification number specified by Argus (i.e., NPI); (h) codes and cost information as designated by Argus for compound prescriptions; (i) sales tax amounts; and (j) Participating Pharmacy’s Usual and Customary Charge of the medication dispensed.
- 1.37 “Reversed” means a Claim was Paid but has gone through a process that voids the original Claim.
- 1.38 “Sales Tax Remittances” are any federal, state, or local taxes payable with respect to Pharmacy Services and any sales of Covered Medications to Eligible Members that Argus has collected from Customers and that Argus has remitted with Disbursements to Participating Pharmacy.
- 1.39 “UCF Form” means a universal claims form developed by NCPDP for non-electronic submission of claims by a pharmacy to a claims processor.

1.40 "Usual and Customary Charge" means the lowest price the Participating Pharmacy would charge to a cash paying customer for an identical prescription on the date and at the location that the prescription is dispensed, including any special promotions or discounts available to the public on such date of dispensing.

1.41 "Utilization Management" is a program for tracking information, including but not limited to information pertaining to:

RxPMPM – Average number of prescriptions per member per month,

\$PMPM – Average number of dollars dispensed per month,

Drug Mix–Percent single source, multi source, generic,

\$/Rx – Average cost per prescription and,

DAW Utilization.

1.42 "Wholesale Acquisition Cost" or "WAC" or mean a benchmark price for a given pharmaceutical product as established and reported by First DataBank or such other nationally recognized third party pricing source as selected by Argus in its sole discretion ("Pricing Source"). Such pricing will be updated in IPNS® by Argus on no less than a weekly basis (or more frequently in Argus' sole discretion) or as otherwise required by Law with data received from the Pricing Source; provided, however, Argus receives usable and acceptable data from such Pricing Source, which if not received timely could result in delays. Pricing will be based on the 11-digit NDC for the actual package size of the pharmaceutical product dispensed. WAC does not represent a wholesale acquisition price, but rather is a fluctuating benchmark provided by third party pricing sources such as First DataBank.



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64105-1433

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Exhibit 2

Disbursement Schedule

Argus financial cycles will end on the 8th, 16th, 24th and last day of each month. Payments (disbursements) to pharmacies will be released no later than the 14th day after the first day in a given financial cycle.

Subject to Section 7.5 of the Agreement and upon submission of proper documentation to Argus, Participating Pharmacy can authorize and direct Argus to make Disbursements to an entity other than Participating Pharmacy. Participating Pharmacy may change where Disbursements are to be directed up to two (2) times in a calendar year without an additional service fee. If Participating Pharmacy changes where the Disbursements are to be directed more than two (2) times in a calendar year, Argus will charge Participating Pharmacy at a fee to be determined by Argus, and Participating Pharmacy will remit such payment to Argus, prior to Argus implementing any such change requests.



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Exhibit 3
PRICING SHEET
PARTICIPATING PHARMACY CHARGES
(Dated January 1, 2010)

Service Fees

Charges to Participating Pharmacy for services are provided below, which may be updated and modified by Argus from time to time at Argus' sole discretion. Argus will provide Participating Pharmacy thirty (30) days advance written notice of any modifications to the Pricing Sheet. If a service requested by Participating Pharmacy is not listed on the Pricing Sheet, Argus may quote its fee for such service upon request. Unless otherwise specified on the Pricing Sheet, all charges to Participating Pharmacy on the Pricing Sheet apply regardless of whether the Disbursement, Remittance Advice, Paid Claims Files, or other services are provided with respect to an Argus contracted Network or a Customer contracted network.

The following services will be provided by Argus for the fees set forth below:

Argus Contracted Network:

A fee of **\$0.10** shall be applied to each Paid Claim. Participating Pharmacy shall not be charged for Claims that are Rejected or Reversed.

Customer Contracted Network:

A fee of **\$0.05** shall be applied to each Paid Claim. Participating Pharmacy shall not be charged for Claims that are Rejected or Reversed.

Services Included:

Toll-Free 800 call center recon support (8:00AM Central – 3:30 PM Central; Monday – Friday)	Included
Email account – recon support	Included
Web File Transfer (WFT) – site support/maintenance	Included
835 WFT File maintenance – (30 days)*	Included
Paper remittance – if not electronic remittance**	Included

* Set up and maintenance for receipt of the Paid Claims Files (835) requires a minimum of thirty (30) days advance written notice from Participating Pharmacy to Argus. Argus will provide written notice to Participating Pharmacy if Argus makes any changes to the production schedule or the method of delivery for the Paid Claims Files (835).

** If Participating Pharmacy elects to receive the Paid Claims File (835), Argus (at its discretion) may discontinue providing the Paper Remittance Advices thirty (30) days after Participating Pharmacy receives its initial Paid Claims File (835). At any time, Participating Pharmacy may request that Argus discontinue providing Paper Remittance Advices. If Participating Pharmacy wants Argus to provide both the Paid Claims File (835) and Paper Remittance Advices, additional fees will apply.



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Additional Services/ Fees:

EFT set-up	\$15.00
WFT File maintenance (after 30 days)	Quoted Upon Request
Paper remittance -- reprint	Quoted Upon Request
Paper remittance -- 835 provided and paper remit	Quoted Upon Request
Check copies	Quoted Upon Request
EFT -- (two changes per calendar year)	\$50.00
835 file regeneration	Quoted Upon Request
Research per pharmacy request	Quoted Upon Request



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Exhibit 4

AWP/WAC CORRESPONDING RATE CHART

Pursuant to Section 7.7 of the Agreement, in Argus' sole discretion, and on a Plan by Plan basis, Participating Pharmacy's reimbursement may be AWP-based or WAC-based. The following chart demonstrates the corresponding WAC-based reimbursement rate that Participating Pharmacy may receive if Participating Pharmacy has entered into an ANA containing AWP-based reimbursement rates. This Exhibit 4 may be updated and modified by Argus from time to time at Argus' sole discretion. Argus will provide Participating Pharmacy thirty (30) days advance written notice of any modifications to Exhibit 4.

AWP-BASED DISCOUNT RATE	CORRESPONDING WAC-BASED DISCOUNT RATE	AWP-BASED DISCOUNT RATE	CORRESPONDING WAC-BASED DISCOUNT RATE
AWP (-) 5.00%	WAC (+) 18.75%	AWP (-) 20.00%	WAC (+) 0.00%
AWP (-) 6.00%	WAC (+) 17.50%	AWP (-) 20.25%	WAC (-) 0.310%
AWP (-) 10.00%	WAC (+) 12.50%	AWP (-) 20.50%	WAC (-) 0.625%
AWP (-) 11.00%	WAC (+) 11.25%	AWP (-) 20.75%	WAC (-) 0.9380%
AWP (-) 12.00%	WAC (+) 10.00%	AWP (-) 21.00%	WAC (-) 1.2500%
AWP (-) 13.00%	WAC (+) 8.75%	AWP (-) 21.25%	WAC (-) 1.5600%
AWP (-) 13.50%	WAC (+) 8.13%	AWP (-) 21.50%	WAC (-) 1.8750%
AWP (-) 14.00%	WAC (+) 7.50%	AWP (-) 21.75%	WAC (-) 2.1900%
AWP (-) 14.50%	WAC (+) 6.875%	AWP (-) 22.00%	WAC (-) 2.5000%
AWP (-) 15.00%	WAC (+) 6.25%	AWP (-) 22.25%	WAC (-) 2.8150%
AWP (-) 15.25%	WAC (+) 5.94%	AWP (-) 22.50%	WAC (-) 3.1250%
AWP (-) 15.50%	WAC (+) 5.61%	AWP (-) 22.75%	WAC (-) 3.3440%
AWP (-) 15.75%	WAC (+) 5.31%	AWP (-) 23.00%	WAC (-) 3.7500%
AWP (-) 16.00%	WAC (+) 5.00%	AWP (-) 23.25%	WAC (-) 4.0600%
AWP (-) 16.25%	WAC (+) 4.69%	AWP (-) 23.50%	WAC (-) 4.3750%
AWP (-) 16.50%	WAC (+) 4.37%	AWP (-) 23.75%	WAC (-) 4.6840%
AWP (-) 16.75%	WAC (+) 4.06%	AWP (-) 24.00%	WAC (-) 5.0000%
AWP (-) 17.00%	WAC (+) 3.76%	AWP (-) 25.00%	WAC (-) 6.2500%
AWP (-) 17.25%	WAC (+) 3.435%	AWP (-) 30.00%	WAC (-) 12.500%
AWP (-) 17.50%	WAC (+) 3.125%	AWP (-) 32.00%	WAC (-) 15.000%
AWP (-) 17.75%	WAC (+) 2.815%	AWP (-) 40.00%	WAC (-) 25.000%
AWP (-) 18.00%	WAC (+) 2.500%	AWP (-) 50.00%	WAC (-) 37.500%
AWP (-) 19.00%	WAC (+) 1.0125%	AWP (-) 52.00%	WAC (-) 40.000%
		AWP (-) 55.00%	WAC (-) 43.750%



1300 WASHINGTON STREET
KANSAS CITY, MISSOURI
64105-1433

WWW.ARGUSHEALTH.COM

Exhibit 5

State Regulations

As apart of the Argus Health Systems, Inc. Participating Agreement for Pharmacy, you are required to review the State Regulations pertinent and applicable to the state in which your pharmacy operates. To review the State Regulations please to go the following URL:

<https://www.argushealth.com/myargus/MyArgus>

USER NAME: = phrminfo

PASSWORD: = phrmrx2u

Enter

Click on “pharmacy” and then “yes”

Click on “forms” and then “yes”

Click on Argus State Regulatory Addendum (PDF)

MEDICARE PRESCRIPTION DRUG COVERAGE AND YOUR RIGHTS

You have the right to request a coverage determination and get a written explanation from your Medicare drug plan if:

- Your prescriber or pharmacist tells you that your Medicare drug plan will not cover a prescription drug in the amount or form prescribed; or
- You are asked to pay a different cost-sharing amount than you think you are required to pay for a prescription drug.

You also have the right to ask your Medicare drug plan for an exception (a special type of coverage determination) **and get a written explanation** from your Medicare drug plan if:

- You believe you need a drug that is not on your drug plan's list of covered drugs. The list of covered drugs is called a "formulary;"
- You believe a coverage rule (such as prior authorization or a quantity limit) should not apply to you for medical reasons; or
- You believe you should get a drug you need at a lower cost-sharing amount.

What you need to do:

- Contact your Medicare drug plan to ask for a coverage determination, including an exception request.
- Refer to the benefits booklet you received from your Medicare drug plan or call 1-800-MEDICARE to find out how to contact your drug plan.
- When you contact your Medicare drug plan, be ready to tell them:
 1. The prescription drug(s) that you believe you need. Include the dose and strength, if known.
 2. The name of the pharmacy or prescriber who told you that the prescription drug(s) is not covered.
 3. The date you were told that the prescription drug(s) is not covered.

The Medicare drug plan's written explanation will give you the specific reasons why the prescription drug is not covered and will explain how to request an appeal if you disagree with the drug plan's decision.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0975. The time required to complete this information collection is estimated to average one minute per response, including the time to select the preprinted form, and hand it to the enrollee. If you have any comments concerning the accuracy of the time estimates or suggestions for improving this form, please write to CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.



CALIFORNIA ADDENDUM TO PARTICIPATING AGREEMENT FOR PHARMACY

This is an Addendum to the Participating Agreement for Pharmacy ("Agreement") entered into between the undersigned pharmacy ("Participating Pharmacy") and Argus Health Systems, Inc. ("Argus") to incorporate the following provisions. As authorized by the Agreement, this Addendum shall become effective thirty (30) days after receipt unless Participating Pharmacy terminates the Agreement prior to the effective date of this Addendum.

In the event of a direct conflict between this Addendum and the Agreement, the applicable provisions of this Regulatory Addendum shall control if required. This Regulatory Addendum may be modified from time to time pursuant to the Agreement.

This Regulatory Addendum applies to the extent that Participating Pharmacy provides Pharmacy S to Members of health care service plans, managed care insurance plans, health maintenance organizations, medical discount plans, and/or insurers (collectively and/or individually, "plan") under California law.

Without limiting the generality of the foregoing, and notwithstanding anything in the Agreement to the contrary, Participating Pharmacy agrees as follows:

1. Argus shall not terminate the Agreement or otherwise penalize Participating Pharmacy principally for advocating for appropriate health care. Cal. Bus. & Prof. Code § 510; Cal. Ins. Code § 10120.5.
2. Argus may sell, lease, transfer, or convey to Plans, including workers' compensation and automobile insurers, and other contracting agents, Argus' Network. Argus and Plans actively encourage Members' use of network providers by, among other things, providing information to Members in the form of provider directories, the use of toll-free telephone numbers and/or internet web site addresses supplied directly to Members advising them of the existence of the Network of pharmacies and participating providers. Neither Argus nor Plans shall be required to actively encourage Members to use Network providers when obtaining medical care in the case of an emergency. Participating Pharmacy acknowledges that it has received a summary of all plans currently eligible to utilize Participating Pharmacy's contracted rate pursuant to the Agreement and shall hereafter be entitled to a summary within thirty (30) calendar days of Argus' receipt of Participating Pharmacy's written request. Upon execution of the Agreement and a subsequent renewal or amendment, Participating Pharmacy may decline to be included in a Network that is sold, leased, transferred, or conveyed to plans that do not actively encourage the Plans' Members to use Network providers when obtaining medical care. Participating Pharmacy's election under this provision shall be binding on Argus and any other contracting agent that buys, leases, or otherwise obtains the Network. Participating Pharmacy shall not be excluded from a Network that is sold, leased, transferred, or conveyed to Plans that actively encourage their Members to use Network providers when obtaining medical care, based upon Participating Pharmacy's refusal to be included in a Network that is sold, leased, transferred, or conveyed to plans that do not actively encourage their Members to use Network providers when obtaining medical care. Cal. Bus. & Prof. Code § 511.1(b); Cal. Health & Safety Code § 1395.6; Cal. Ins. Code § 10178.3.
3. Participating Pharmacy acknowledges that Argus has disclosed in an electronic or paper format: (a) information regarding Claims processes, including directions for the electronic

transmission, physical delivery and mailing of Claims, all claim submission requirements, instructions for confirming Argus' receipt of Claims; and a phone number for Claims inquiries and filing information; and (b) information regarding provider dispute processes including the identity of the office responsible for receipt and resolution of disputes, directions for the electronic transmission, physical delivery, and mailing of disputes, all Claim dispute requirements, the timeframe for acknowledgment of receipt of a dispute, the phone number for dispute inquiries and filing information, and directions for filing substantially similar multiple Claim disputes and other disputes.

Participating Pharmacy acknowledges it has received in electronic form: (a) information as to the amount of payment Participating Pharmacy shall receive for each service provided under the Agreement, including any fee schedules or other factors or units used in determining the fees for each service and (b) detailed payment policies and rules and nonstandard coding methodologies, if applicable, used to adjudicate Claims. Participating Pharmacy shall hereafter be provided information regarding fee schedules and reimbursement information annually on or before the Agreement's anniversary date and upon written request.

Argus shall provide at least forty-five (45) days prior written notice before instituting any changes, amendments or modifications in the disclosures made pursuant to this provision. Cal. Bus. & Prof. Code § 511.4; Cal. Ins. Code § 10133.66; 28 Cal. Code Reg. § 1300.71(l)-(o).

4. Nothing in the Agreement shall be construed to prohibit, restrict, or limit Participating Pharmacy from advertising. Argus may, however, require that each advertisement contain a disclaimer that Participating Pharmacy's services may be covered for some, but not all, Plans utilizing Argus' services and that Plans may cover some, but not all of Participating Pharmacy's services. This provision shall not prohibit or limit provisions in the Agreement intended to protect service marks, trademarks, trade secrets, or other confidential information or property. Cal. Bus. & Prof. Code § 512; Cal. Health & Safety Code § 1395.5; Cal. Ins. Code § 10127.4.
5. Neither Argus nor Plan shall make payment to Participating Pharmacy directly, in any type or form, as an inducement to deny, reduce, limit, or delay specific, medically necessary, and appropriate services provided with respect to a Member or groups of Members with similar medical conditions. Cal. Health & Safety Code § 1348.6; Cal. Ins. Code § 10175.5.
6. Participating Pharmacy is entitled a fast, fair, and cost-effective dispute mechanism. Participating Pharmacy shall contact Argus, in accordance with the Agreement, for the procedures for processing and resolving disputes. Cal. Health & Safety Code § 1367(h)(1).
7. If Argus and Participating Pharmacy agree that Participating Pharmacy shall accept, as payment under the Agreement, the lowest payment rate charged by Participating Pharmacy to any patient or third party, that provision shall not be deemed to apply to, or take into consideration, any cash payments made to Participating Pharmacy by individual patients who do not have any private or public form of health care coverage for the service rendered by Participating Pharmacy. Cal. Health & Safety Code § 1371.22 ; Cal. Ins. Code § 10126.5.
8. Notwithstanding anything in the Agreement to the contrary, Argus, Plan, and Participating Pharmacy are each responsible for their own acts or omissions, and are not liable for the acts or omissions of, or the costs of defending, each other. Nothing in this provision shall preclude a finding of liability based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law bases for liability. Cal. Health & Safety Code § 1371.25.

9. If Argus terminates the Agreement for reasons other than medical disciplinary cause, fraud, or criminal activity, Participating Pharmacy agrees, upon request, to continue to provide Pharmacy Services to Members who at the time of the Agreement's termination were receiving services from Participating Pharmacy for the following conditions: (a) an acute condition; (b) a serious chronic condition; (c) a pregnancy; (d) a terminal illness; (e) the care of a newborn child between birth and thirty-six (36) months; or (f) performance of a procedure that is authorized by plan to occur within 180 days of the Agreement's termination.

For purposes of this provision, an acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Participating Pharmacy shall continue to provide Pharmacy Services for the duration of the acute condition.

A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Participating Pharmacy shall continue to provide Pharmacy Services to a Member with a serious chronic condition for the period of time necessary to complete a course of treatment and to arrange for the safe transfer to another provider, as determined by Argus and Plan in consultation with the Member and Participating Pharmacy, and consistent with good professional practice. Continued services for a serious chronic condition shall not exceed twelve (12) months from the date the Agreement was terminated or twelve (12) months.

A pregnancy refers to the three (3) trimesters of pregnancy and the immediate postpartum period. Participating Pharmacy shall continue to provide Pharmacy Services for the duration of a Member's pregnancy.

A terminal illness means an incurable or irreversible condition that has a high probability of causing death within one year or less. Participating Pharmacy shall continue to provide Pharmacy Services for the duration of a Member's terminal illness, which may exceed twelve (12) months from termination of the Agreement.

Participating Pharmacy shall continue to provide Pharmacy Services for the care of a newborn child between birth and age thirty-six (36) months for a period not to exceed twelve (12) months from the Agreement's termination.

Participating Pharmacy shall complete a procedure that is authorized by Argus or Plan as part of a documented course of treatment and has been recommended and documented by Participating Pharmacy to occur within 180 days of the Agreement's termination.

Participating Pharmacy agrees that in rendering Pharmacy Services during the continuation periods outlined above, Participating Pharmacy shall be subject to the same contractual terms and conditions that were imposed upon Participating Pharmacy prior to termination of the Agreement, including reimbursement rates.

Cal. Health & Safety Code § 1373.96; Cal. Ins. Code § 10133.56.

10. Upon termination of the Agreement, Plan shall be liable under the same contractual terms and conditions in effect prior to termination for Pharmacy Services rendered by Participating Pharmacy to a Member who retains eligibility under the Plan or by operation of law under the care of Participating Pharmacy at the time of termination until the services being rendered to the Member by Participating Pharmacy are completed, unless Argus or Plan makes reasonable

and medically appropriate provision for the assumption of such services by a participating provider. 28 Cal. Code Reg. § 1300.67.4(10); 1300.67.8(e).

11. Participating Pharmacy acknowledges that Members' copayments, when based upon a percentage of the fee for services rendered, shall be calculated exclusively from the negotiated rate under the Agreement. Participating Pharmacy shall not charge or collect copayment amounts greater than those calculated in accordance with this provision. Cal. Health & Safety Code § 1373.18; Cal. Ins. Code §§ 10133.2, 10133.3.
12. Except for applicable co-payments and deductibles, Participating Pharmacy shall not invoice or balance bill a Member for the difference between Participating Pharmacy's billed or customary charges and the reimbursement paid by Plan or Argus for any Pharmacy Service. Participating Pharmacy agrees that in the event Argus or Plan fails to pay for Pharmacy Services, the Member shall not be liable to Participating Pharmacy for any sums owed by Argus or Plan. Neither Participating Pharmacy nor its agent, trustee, or assignee, may maintain any action at law against a Member to collect sums owed by Argus or Plan. Cal. Health & Safety Code §1379; 28 Cal. Code Reg. § 1300.67.8(e), 1300.71(g)(4); 10 Cal. Admin. Code § 2240.4(a)(2).
13. Participating Pharmacy shall report to Argus all surcharge and copayment moneys paid by Members directly to Participating Pharmacy. Cal. Health & Safety Code § 1385.
14. In the event of the insolvency of Argus or Plan, Participating Pharmacy agrees to continue to provide Pharmacy Services to Members until the effective date of an Member's coverage in a successor plan pursuant to either open enrollment or the allocation process but in no event longer than forty-five (45) days in the event of allocation or thirty (30) days in the case of open enrollment, whichever is greater. Cal. Health & Safety Code §§1394.7(e), 1394.8.
15. Nothing in the Agreement shall be construed to require Participating Pharmacy to accept additional patients if, in Participating Pharmacy's reasonable professional judgment, accepting additional patient would endanger patients' access to, or continuity of, care. Cal. Ins. Code § 10133.65(b).
16. Participating Pharmacy shall be required to comply with any quality improvement or utilization management programs or procedures of Argus or Plan provided that such programs and procedures were disclosed to Participating Pharmacy at least fifteen (15) days prior to Participating Pharmacy's execution of the Agreement. Argus and Plan may, however, make a change to the quality improvement or utilization management programs or procedures at any time if the change is necessary to comply with state or federal law or regulations or any accreditation requirements of a private sector accreditation organization, subject to the provisions of paragraph 17 below. Cal. Ins. Code § 10133.65(b).
17. Argus may make material changes to the Agreement upon at least forty-five (45) business days' prior notice of the change to Participating Pharmacy. Participating Pharmacy shall have the right to terminate the Agreement prior to implementation of the change. Cal. Ins. Code. § 10133.65(c).
18. Participating Pharmacy shall maintain and retain for at least two (2) years such records and provide such information to Argus and Plan and to the Director of the California Department of Managed Care as may be necessary to demonstrate compliance by Plan with California law. This provision survives termination of the Agreement, whether by rescission or otherwise. 28 Cal. Code Reg. § 1300.67.8(b).

19. Upon demand, Participating Pharmacy shall grant Argus and Plan access at reasonable times to the books, records and papers of Participating Pharmacy relating to the services provided to Members, to the cost thereof, and to payments received by Participating Pharmacy from Members (or from others on their behalf). 28 Cal. Code Reg. § 1300.67.8(c).
20. Participating Pharmacy shall not collect surcharges for Pharmacy Services. If Argus or Plan receives notice of any such surcharge, it shall take appropriate action as provided under the Agreement. 28 Cal. Code Reg. § 1300.67.8(d).
21. Participating Pharmacy shall display in a prominent place in each patient reception and waiting area a notice informing Members how to contact Plan, file a complaint with Plan, obtain assistance from the Department of Managed Health Care, and seek an independent medical review. The notice shall be in the form and displayed in the manner set forth at 28 Cal. Code Reg. § 1300.67.8.
22. Informational notices explaining how Members may contact their plan, file a complaint with their plan, obtain assistance from the Department, and seek an independent medical review are available in non-English languages through the Department of Insurance's website. The notice and translations can be obtained online at www.hmohelp.ca.gov for downloading and printing. In addition, hard copies may be requested by submitting a written request to: Department of Managed Health Care, Attention: HMO Help Notices, 980 9th Street, Suite 500, Sacramento, California 95814. 28 Cal. Code Reg. § 1300.67.04 (c)(2)(D)(ii).
23. As required by 28 Cal. Code Reg. § 1300.67.04(c)(2)(E), Participating Pharmacy shall comply with each Plan's language assistance program standards, as communicated to Participating Pharmacy in writing from time to time.
24. Participating Pharmacy shall not make any additional charges for rendering services provided pursuant to the Agreement except as provided for in the Member's subscriber agreement with the Plan. Cal. Admin. Code tit. 10, § 2240.4(a).
25. Participating Pharmacy's primary consideration shall be the quality of services rendered to Members. Cal. Admin. Code tit. 10, § 2240.4(a).
26. Participating Pharmacy shall not discriminate against any Member on the basis of sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, health status, health insurance coverage, utilization of medical or mental health services or supplies, or other unlawful basis including without limitation, the filing by such Member of any complaint, grievance, or legal action against Participating Pharmacy. Cal. Admin. Code tit. 10, § 2240.4(a).
27. Immediately upon cancellation or amendment of the Agreement, Participating Pharmacy shall send a notice of such cancellation or amendment, the text thereof, and the effective date thereof to Health Plan Registrar, Office of the Attorney General, 3580 Wilshire Boulevard, Los Angeles, California 90010, California Attorney General. 11 Cal. Code. Reg. § 536.

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RIVERSIDE COUNTY RUBIDOUX PHARMACY
 5256 MISSION BLVD
 RIVERSIDE, CA 92509-0000-000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FR0305400	04-30-2013	FEE EXEMPT
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	RETAIL PHARMACY	03-08-2010
RIVERSIDE COUNTY RUBIDOUX PHARMACY 5256 MISSION BLVD RIVERSIDE, CA 92509-0000		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

This registration is only for use at Federal or State institutions.

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

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BOARD OF PHARMACY
 1625 NORTH MARKET BLVD., SUITE N-219
 SACRAMENTO, CA 95834
 (916) 574-7900

Renewal Certificate
Retail Pharmacy Permit

LICENSE NO. PHE 48541
 RECEIPT NO. 00000000

VALID UNTIL NOVEMBER 01, 2011

RIVERSIDE COUNTY RUBIDOUX PHARMACY
 5256 MISSION BLVD
 RUBIDOUX CA 92509

In accordance with the Provisions of Chapter 9 of Division 2 of the Business and Professions Code, the firm name hereon is licensed at the address shown and is subject to the rules and regulations of the California State Board of Pharmacy.

This permit is non-transferable. Contact the California State Board of Pharmacy within 30 days when there is a change of ownership, location, corporate officer, director, shareholder (more than 10 percent share change), administrator or pharmacist-in-charge. This permit is valid only at the address shown.

9/10

9/10 The official status of this license can be verified at www.pharmacy.ca.gov

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----



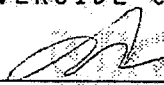
Board of Pharmacy
1625 North Market Blvd
Suite N-219
Sacramento, CA 95834
916 574-7900



REGISTERED PHARMACIST

LICENSE NO. RPH 45512 EXPIRATION 01/31/12

DONNA BELLE CRUZ APOSTOL
5256 MISSON BLVD
EXCLUSIVE CARE PHARMACY
RIVERSIDE CA 92506

Signature 

RECEIPT NO.
35000034

Shams, Jahan

From: customerservice@npienumerator.com
Sent: Tuesday, August 21, 2007 12:41 PM
To: Shams, Jahan
Subject: National Provider Identifier

A request for a National Provider Identifier for the following provider was recently submitted:

Riverside County Rubidoux Pharmacy
EIN: 956000930

Practice Location:
5256 Mission ave
Rubidoux, CA 92509

Provider Taxonomies:
Taxonomy: 3336C0002X
License: 48541 State: CA
Details: Pharmacy/Clinic Pharmacy
This is the Primary Taxonomy.

Since you were listed as the contact person, this is to inform you that the request was successfully processed, and the following NPI has been assigned to the organization above: 1467658385. The User ID you selected for this NPI is jahanshams. Please use this User ID when logging on to the National Provider System at <https://nppes.cms.hhs.gov>.

If you have any questions about this notification you may contact the NPI Enumerator at:
NPI Enumerator
PO Box 6059
Fargo, ND 58108-6059
1-800-465-3203 (NPI Toll-Free)
1-800-692-2326 (NPI TTY)

You may view or change your information by logging onto the NPPES website at <https://nppes.cms.hhs.gov>.

Please note: If you are not the provider, you are required to inform the provider of the information in this e-mail and furnish a copy of this notification to the provider.