

AGREEMENT

In consideration of the mutual covenants contained herein and for the reliance of the parties hereto, the CENTER and the PHARMACY agree as follows:

1. RESPONSIBILITIES OF THE PHARMACY

1.1 **Services:** For the benefit of the CENTER, the PHARMACY will:

- (a) Supply only approved drugs and supplies in compliance with applicable local, state and federal laws and regulations for INDMDUALS and the CENTER;
- (b) Render all seivices in accordance with any applicable requirements of local, state and federal laws and regulations, community standards of practice.
- (c) Label all medications in accordance with local, state and federal laws and regulations;
- (d) Provide drugs and supplies in a prompt and timely manner;
- (e) Provide the CENTER with medication delivery packages listing drug and dosing instructions on packages
- (f) Each medication delivery package will be provided at \$ 2.50/package
- (g) Be responsible for all third parties, private pay insurance and out of pocket billing.
- (h) Maintain drug profiles on each individuals seiviced at the CENTER;
- (i) Provide drug information and consultation to the CENTER's licensed professional staff regarding drugs and supplies ordered;

- (j) Ensure a representative from the PHARMACY is available for attendance at the CENTER'S Performance Improvement Committee if desired, The Infectious Control Committee and any other committees.
- (k) Conduct when requested by the CENTER administrator, and as mutually agreed to by the PHARMACY and the CENTER, programs for in-service education for subjects related to the pharmaceutical services rendered; said in-service education to be conducted by the pharmacist or his/her designee.
- (l) Provide medication disposal services (charges may apply).

1.2 Delivery Schedule: The PHARMACY agrees to deliver to the CENTER any prescriptions and supplies on a mutually agreeable basis. The CENTER shall designate one, (or, up to four), Primary Delivery Days per week, for the delivery of maintenance medications/supplies. Primary Delivery Days shall be scheduled during normal business hours. The PHARMACY agrees to deliver medications for New Admissions, Changes in Physician Orders, and Corrections to existing inventories, **within twenty-four hours of notification**, and during normal business hours.

1.3 Emergency Drug Service: The PHARMACY will provide any drug and/or supplies needed on an emergency basis in a prompt and timely manner, **within 4 hours after the receipt of the physician's order form.** In the event the PHARMACY cannot furnish an ordered medication on a prompt and timely basis, the PHARMACY will make arrangements with another pharmacy supplier in the community to provide such service(s) to the CENTER. The PHARMACY will notify the CENTER of any such arrangement.

1.4 Physician Order Sheets and Medication Charting Records: The PHARMACY will provide computerized Physician Order Sheets and Medication

Charting Forms, for each individual, upon request. When PHARMACY Is not the individual's primary prescription source, forms will be provided at a fee.

2. RESPONSIBILITIES OF THE CENTER

2.1 Operational: The CENTER will be responsible for the implementation of the PHARMACY's Policies and Procedures upon the commencement of this Agreement. In addition, the CENTER will make available to the PHARMACY adequate working and storage space to allow the PHARMACY to fulfill the services required of PHARMACY under this Agreement, including, but not limited to, adequate space for medication storage and equipment provided by the PHARMACY. The CENTER and the PHARMACY will work together to instruct the CENTER's personnel to utilize the equipment properly.

2.2 Residents' Right to Choose: The CENTER will comply with all applicable federal, state and local laws and regulations regarding any individual's right to choose his or her own pharmacy.

2.3 Ordering: The CENTER will order exclusively from the PHARMACY all drugs and supplies for individuals which are not commonly stocked in the CENTER, except in cases where an individual has chosen to purchase drugs or supplies from another pharmacy, in which case the individual's choice will be honored. The CENTER may also purchase "house supply" items from the PHARMACY, as allowed by applicable local, state and federal laws and regulations.

2.4 Billing Data and Reimbursement Status: The CENTER will provide the PHARMACY with the necessary billing data, including, but not limited to Individual's name, responsible party, billing address, phone number, physician

names and any other pertinent data as required by the PHARMACY. This information will be provided at time of service request and as changes occur.

3. Billing

3.1 **Billing:** The PHARMACY will perform billing and collection for all pharmaceutical supplies and services rendered in association with the performance of this agreement.

3.2 **Monthly invoice:** The PHARMACY will provide the CENTER with an invoice on the 15th day of every month or as agreed by both parties.

3.3 **OTC Items/Supplies:** The PHARMACY will match any competitor prices

4. Term and Termination

4.1 **Initial and Renewal Terms:** The term of this Agreement shall be for 2 years ^{1 year ("cu...") Non-US} then month-to-month thereafter. This Agreement will be automatically extended for an additional 1 month period upon the expiration of the Initial Term and each extension or renewal term, unless either party will notify the other in writing no less than sixty 60 days prior to the expiration of such Initial Term.

4.2 **Termination:** At the conclusion of the Initial Term, either party may terminate this Agreement with a sixty 60 days written notice.

4.3 **Obligations upon Termination:** Upon termination of this Agreement, the CENTER will return to the PHARMACY, In good working condition, all of the PHARMACY'S equipment, formulary documents, policies and procedures manuals, forms and any other documents, information, etc. belonging to the PHARMACY. The CENTER will not reproduce or permit the reproduction of the PHARMACY'S documents, policies and procedures manuals and forms, nor circulate such to any individual or entity. Termination of this Agreement shall not relieve either

party from liability for any breach of this Agreement occurring prior to the effectiveness of such termination.

5. Miscellaneous

5.1 Status of Parties: Neither the PHARMACY nor the CENTER is for any purpose, an agent, partner or employee of the other. This Agreement does not constitute a joint venture between the parties. It is agreed that in performing pharmacy services pursuant to this Agreement, the PHARMACY and its employees will, at all times, be Independent contractor to the CENTER and its residents.

5.2 Late Charges: If any amount is not paid when due under this Agreement, the party owing, either or responsible payer source, such amount shall pay the other party a late charge on such amount equal to one and five-tenths percent (1.5%) per month or the maximum rate allowed by law, if less. Such late charge will accrue from the date any party's invoice is due and will continue to accrue until receipt of payment by the invoicing party. Either party's failure to request or demand payment of any late charges will not constitute a waiver of that party's right to receive such late charge.

5.3 Force Majeure: If either party fails to perform its obligations hereunder (except for the obligation to pay money) because of strikes, accidents, acts of God, weather conditions, or action or inaction of any government body or other proper authority or other cases beyond its control, then such failure to perform will not be deemed a default hereunder and will be excused without penalty until such time as said party is capable of performing.

5.4 Notices: Notices or communications to be given under this Agreement will be given to the respective parties in writing either by personal delivery or by registered or certified mail, postage prepaid, or by overnight delivery or via

email. Such notices or communications will be deemed to have been given three (3) days after deposit in the United States mail or one (1) day after delivery to an overnight delivery service or assigned email.

5.5 Successors and Assignment: This Agreement will be binding upon and inure to the benefit of both parties and their successors and assigns. Any sale, lease, assignment, delegation or transfer of all or any portion of the CENTER'S or PHARMACY's management, operations, facilities, assets or business to any other person, corporation or entity, including and CENTER management company, will not constitute grounds for termination or modification of this Agreement by the CENTER or PHARMACY.

5.6 Civil Rights: The PHARMACY will comply with Title VI of the Civil Rights Act of 1964 and 503-504 of the Rehabilitation Act of 1973 and all requirements imposed by or pursuant to the applicable civil rights regulations of the Department of Health and Human Services. Further, the PHARMACY will provide its pharmacy services equally to the Individuals at the CENTER as required by the residents, pursuant to the instructions of the attending physician of any resident.

5.7 Governing Law: This Agreement will be constructed and governed according to the laws of the state in which the CENTER is located, without giving effect to any choice of law or conflict of laws provision or rule that would cause the laws of any other jurisdiction to be applied.

5.8 Waiver: Waiver by either party of a breach or violation of any provision of this Agreement will not operate as, or be constructed to be, a waiver of any prior, current or subsequent breach. None of the provisions of this Agreement will be considered waived by either party except when such waiver is given in writing.

5.9 Access to Records: Pursuant to Paragraph 1395 x(v)(l)(l) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, the PHARMACY shall make available, upon written request of the

Secretary of the United States Department of Health and Human services or upon request to the Comptroller General of the United States General Accounting Office or any of their duly authorized representatives, a copy of this Agreement and such, books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by the PHARMACY under this Agreement.

- 5.10 **Entire Agreement; Amendment:** This Agreement and any Amendments or Addenda hereto constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence and agreements, whether oral or written, pertaining thereto. This Agreement may be amended or modified only by writing duly executed by both parties.
- 5.11 **Severability:** If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law, unless doing so will materially alter the relative benefits and burdens the parties bargained for herein.
- 5.12 **Confidentiality:** Except as otherwise provided herein or as required by applicable law or the rules of any applicable securities exchange, both parties agree to keep this Agreement and its contents confidential and not to disclose this Agreement or its contents to any third party without the written consent of the other party.