

PROFESSIONAL SERVICES AGREEMENT

Between

HAMILTON CENTER, INC.

And

GENOA, A QOL HEALTHCARE COMPANY, LLC

This Professional Services Agreement (the "Agreement") is made as of July 18, 2016 (the "Effective Date"), by and between **Hamilton Center, Inc.**, an Indiana non-profit corporation ("CMHC") and **Genoa, a QoL Healthcare Company, LLC**, a Pennsylvania limited liability company ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

A. CMHC is located at 620 Eighth Avenue, Terre Haute, IN 47804 (the "Facility") and provides professional behavioral and mental health services.

B. Contractor is engaged in the business of establishing and providing pharmacy and related services at various healthcare facilities.

C. Contractor desires to provide such services as described in Exhibit A attached hereto and incorporated herein (the "Contractor Services") to CMHC, in addition the services outlined in Exhibit D and Exhibit E, if requested; and CMHC desires that Contractor provide the Contractor Services.

D. CMHC and Contractor have negotiated this Agreement at arm's length and have entered into a lease agreement (the "Lease") dated September 6, 2007, also negotiated at arm's length and at fair market value, pursuant to which Contractor is leasing the Premises (as defined in the Lease) from CMHC in which Contractor shall perform the Contractor Services.

E. The Parties wish to set forth the terms and conditions upon which Contractor shall provide the Contractor Services as more specifically described herein.

NOW, THEREFORE, in consideration of the recitals and mutual covenants, agreements, and promises contained herein, the Parties hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

1. Obligations of Contractor.

1.1 Duties. Contractor shall provide the Contractor Services to CMHC patients.

1.2 Standard of Practice. Contractor and Contractor's employees and independent contractors ("Contractor Personnel") shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Contractor Services.

2. Obligations of CMHC.

2.1 Space. In addition to the space leased to Contractor pursuant to the Lease, CMHC may designate and maintain a room within the Facility (the "Med Room") for the storage of medications obtained and owned by CMHC for administration to its patients, including, but not limited to, Patient Assistance Program ("PAP") medications and sample medications. Contractor shall have access to the Med Room during the normal operating hours of the Facility in order to dispense such medications to CMHC patients on behalf of CMHC. CMHC shall provide appropriate locks, restrict access except by authorized CMHC and Contractor personnel, and provide such other safeguards as may be reasonable necessary, or as may be reasonably requested by Contractor, to prevent unauthorized access to and use of medication stored in the Med Room.

2.2 Reservation. CMHC reserves the right to refuse to allow any Contractor Personnel to render the Contractor Services under this Agreement, if after good faith efforts to resolve any dispute relating to CMHC's opinion as to the competence and performance of any such Contractor Personnel, CMHC determines, in its sole and reasonable discretion, that such Contractor Personnel is incompetent, negligent, violates customary professional behavioral expectations, or fails to render the Contractor Services as required herein, or if CMHC determines, in the exercise of its sole and reasonable discretion, that patient health and safety or efficient operations of CMHC is compromised. CMHC shall notify Contractor of its determination and/or action immediately in writing. Contractor shall not reassign such Contractor Personnel to CMHC without prior approval of CMHC, which approval shall not be unreasonably withheld, conditioned or delayed.

2.3 Data. Upon execution of this Agreement, CMHC shall complete the Clinic Modeling Tool ("CMT") provided by Contractor in order to enable Contractor to evaluate the medication needs of the population served by CMHC. CMHC agrees, on an annual basis thereafter, or as otherwise reasonably requested by Contractor, to complete an updated CMT for submission to Contractor.

2.5 Media. CMHC agrees that Contractor shall have editorial review on any press and/or media releases of any kind, either written or verbal, that reference Contractor.

2.6 CMHC and Contractor acknowledge and agree that CMHC's patients are free to utilize the pharmacy or pharmacies of their choice for the fulfillment of prescriptions written by CMHC staff. However, CMHC believes that Contractor provides a superior level of pharmacy care. Accordingly, CMHC shall send prescriptions to Contractor as the default dispensing pharmacy, and shall program Contractor's name to be the first selection in any e-Prescribing or drop down boxes related to pharmacy selection, in accordance with the electronic medical record system or other electronic prescribing system utilized by CMHC.

3. Term. Subject to the termination provisions set forth in Section 11 of this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term") and shall be coterminous with the term of the Lease. If the Lease has not been terminated as provided in Section 11 of this Agreement by the end of the Initial Term or by the end of any Renewal Term, as defined herein, or allowed to expire by

either Party at the end of such Term or Renewal Term, then this Agreement shall automatically renew for an additional two (2) year term (each a “Renewal Term”, and collectively with the Initial Term, the “Term”) immediately following the end of the then expiring term under the same terms and conditions set forth herein.

4. Relationship of the Parties. Except as otherwise set forth in this Agreement, the relationship created by this Agreement between CMHC and the Contractor is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship between CMHC and Contractor.

5. Compliance with Applicable Law.

5.1 General Regulatory Compliance. CMHC and Contractor shall comply with all applicable state and federal laws, including, without limitation, all applicable nondiscrimination, worker’s compensation, occupational disease, and occupational health and safety laws, statutes, regulations, and ordinances, including, without limitation, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, the Social Security Act, and any laws relating to the environment or to hazardous materials or substances as defined in such laws, as any or all of the same may be amended or supplemented from time to time (and with any and all laws enacted to replace or succeed such laws). Specifically, the Parties intend that this Agreement comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and satisfy the requirements of the Personal Services and Management Contracts Safe Harbor (the “Personal Services Safe Harbor”) to the federal Anti-Kickback Statute codified at 42 C.F.R. § 1001.952(d).

5.2 HIPAA Compliance. In connection with the provision of the Contractor Services under this Agreement, CMHC and Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) (collectively, and as amended from time to time, the “HIPAA Rules”). If CMHC and Contractor agree that such an agreement is appropriate in connection with the provision of the Contractor Services, CMHC and Contractor shall execute a Business Associate Agreement in the form contained in Exhibit B attached hereto and incorporated herein by reference. If the terms and provisions of this Section 6.2 and of any such Exhibit B executed by the Parties conflict or are inconsistent, then the provisions of Exhibit B shall control. The obligations and covenants of this Section 6.2 shall survive termination or expiration of this Agreement.

6. Indemnification and Hold Harmless. Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party and such other Party’s shareholders, directors, members, managers, officers, employees, agents and representatives (the “Indemnified Party”), from any third-party liability, damage, loss, cost, including reasonable attorneys’ fees, claim, demand, action or judgment to the extent arising from any breach or failure to perform by the Indemnifying Party of any of its duties or obligations under this Agreement.

7. Liability Insurance.

7.1 Coverage. Contractor shall maintain professional liability insurance covering Contractor's performance of Contractor Services under this Agreement in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually.

7.2 Evidence of Coverage. As evidence that Contractor has obtained the insurance coverage required by this Agreement, Contractor shall furnish a certificate of insurance to CMHC within a reasonable period of time following receipt of a written request from CMHC.

7.3 General Liability Insurance. CMHC shall maintain general commercial liability insurance to cover claims of persons and/or injuries or damages that do not arise out of the Contractor Services provided by Contractor.

8. Confidentiality.

8.1 Confidential Information. CMHC and Contractor shall not disclose, orally or in writing, to any person other than their respective members, shareholders, directors, managers, officers, employees, agents, advisors or affiliates (collectively, the "Representatives"), or as required under applicable law, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings, or finances of the other Party furnished directly or indirectly by such other Party (collectively, the "Confidential Information") without the prior written consent of the other Party. As used in this Agreement, Confidential Information does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of disclosure directly or indirectly by the receiving Party); (ii) was available to either Party on a non-confidential basis from a source other than a Party to this Agreement, provided that such source is not and was not bound by a confidentiality agreement with the Party hereto; (iii) has been independently acquired or developed by either Party without violating any of the obligations hereunder; or (iv) such disclosure is required by law.

8.2 The obligations and covenants of Section 9.1 of this Agreement shall survive termination or expiration of this Agreement for a period of three years.

9. Consideration.

9.1 Monthly Fee. During the Initial Term, CMHC shall pay Contractor the fee set forth on Exhibit C, attached hereto and incorporated herein. Commencing forty-five (45) days before the expiration of the Initial Term and of each subsequent Renewal Term, Contractor and CMHC shall renegotiate such fees for the forthcoming Renewal Term. The Parties acknowledge and agree that such consideration, which is derived from the values of personnel salaries, benefits, direct costs, and overhead attributable to such Contractor Services, represents fair market value payment for the Contractor Services.

9.2 Invoice and Payment. Contractor shall submit to CMHC, by the tenth (10th) day of the month, an invoice for the preceding month's Contractor Services. CMHC shall pay the above-specified consideration which shall be tendered by the twenty fifth (25th) day of the month after the month in which the Contractor Services were provided. Late payments shall accrue interest at the lesser of one and one-half percent (1-1/2%) per month or the highest interest rate permitted under applicable law.

10. Termination.

10.1 Termination of Lease. Upon expiration or termination of the Lease for any reason, Contractor shall have the right to terminate this Agreement upon written notice to CMHC specifying the date of such termination.

10.2 Termination without Cause. Either Party may terminate this Agreement at any time during the Initial Term or any Renewal Term, without cause or penalty, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Agreement is terminated by either Party within the first year of the Initial Term, the Parties shall not enter into any replacement agreement or similar agreement or arrangement with each other until after the one year anniversary of date the Agreement was executed.

10.3 Termination for Cause. If either Party commits a material breach of this Agreement, the non-breaching Party may, in its sole discretion, terminate this Agreement by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Agreement immediately.

11. Records Disclosure. This Agreement is subject to regulations promulgated by the Center for Medicare and Medicaid Services implementing § 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. § 1395x(v)(1)(I). Each Party agrees that, until the expiration of four (4) years after the furnishing of the Contractor Services pursuant to this Agreement, to make available upon written request, to the Secretary of Health and Human Services (the "Secretary") or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and all books, documents, and records that are necessary to verify the nature and extent of the costs of such Contractor Services. If either Party carries out any of the duties hereunder through a subcontract with a related organization, having a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such Contractor Services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of the costs of such Contractor Services.

12. Dispute Resolution. In the event of any arbitral dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, enforceability, interpretation or validity, the Parties shall meet and confer in good faith to attempt to resolve such dispute, controversy or claim without initiating an adversarial proceeding. Should such attempts at resolution prove unsuccessful within a reasonable period after the meeting of the Parties, any dispute, controversy, or claim arising under this Agreement shall be settled exclusively by arbitration conducted in Terre Haute, Indiana by a single arbitrator selected by the Parties in accordance with the then effective arbitration rules of the American Arbitration Association and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The Parties acknowledge that mediation

usually helps Parties to settle their dispute. Therefore, any Party may propose mediation whenever appropriate through the organization named above or any other mediation process or mediator as the Parties may agree. The fees and expenses of the arbitration or mediation shall be borne equally by the Parties.

The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. The provisions of this Section 13 shall survive the termination of this Agreement. Notwithstanding any provision in this Agreement to the contrary, either Party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Also notwithstanding any provision herein to the contrary, either Party (without waiving any remedy under this Agreement), in addition to any remedies at law or in equity to which the non-breaching Party may be entitled, shall be entitled to seek from any court having jurisdiction emergency, interim or provisional relief claimed as necessary to protect the rights, property or other interests of that Party pending the establishment of the arbitration tribunal and rendering of the arbitration award, including, without limitation, in the event of a breach by a Party of any of its duties or obligations pursuant to Section 9 of this Agreement.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement, with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all contemporaneous and prior agreements, contracts, and understandings whether written or oral, between the Parties relating to the subject matter of this Agreement. All exhibits attached hereto shall be deemed incorporated into, and made a part of, this Agreement.

13.2 Amendment. This Agreement may be amended or modified only by a written agreement signed by the Parties or their duly authorized representatives.

13.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof.

13.4 Severability. The provisions of this Agreement are independent of and separate from each other. In the event any provisions of this Agreement are found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect and such invalid or unenforceable provision shall be enforced to the fullest extent permitted by applicable law.

13.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Indiana.

13.6 Waiver. A waiver shall only be effective if in writing and signed by the Party against whom such waiver is asserted. The waiver by any of the Parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

13.7 Notices. All notices, requests, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given when (i) delivered personally; (ii) when deposited in the United States mail as registered or certified mail, postage prepaid, return receipt requested, on the third (3rd) business day after mailing; (iii) if telecopied, on the next business day after written confirmation of such telecopy; or (iv) if delivered by reputable overnight national courier service, on the next business day after delivery to such courier service, to the following addresses:

Hamilton Center, Inc.

Genoa, a QoL Healthcare Company, LLC

Attention:

Mel Burks
620 Eighth Avenue
Terre Haute, IN 47804

Attention:
Chief Executive Officer
18300 Cascade Avenue S., Ste. 251
Tukwila, WA 98188-4711
Phone: 253-218-0830
Fax: 253-218-0835

Phone:

Fax:

Either Party may change the address to which notices are to be sent to the other Party by giving notice in the manner provided herein.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

Hamilton Center, Inc.

Genoa, a QoL Healthcare Company, LLC

By: _____

By: _____

Its: Chief Executive Officer

Its: Chief Commercial Officer

EXHIBIT A

List of Contractor Services

1. Contractor shall provide pharmacy services to CMHC clients.
2. Contractor Services shall be implemented according to an implementation schedule and, therefore, all services may not be available immediately. The management of special programs, such as sample management or Patient Assistance Program management, or other indigent care programs will be available, if applicable, approximately 90 days after the first prescription is filled.

3. Contractor shall provide duly qualified and licensed pharmacists (the "Pharmacists") as reasonably necessary to operate the Pharmacy on a day-to-day basis as determined by Contractor in Contractor's sole discretion.
- a. Contractor shall follow, and shall ensure that the Pharmacists follow, all state of Indiana policies and procedures.
 - b. Contractor Services shall include, but shall not be limited to:
 - i. dispensing medications in accordance with prescriptions written by licensed practitioners;
 - ii. billing patients and third party payors for medications dispensed;
 - iii. acting as liaison with pharmaceutical representatives;
 - iv. consulting with CMHC staff and CMHC patients' medical charts as needed regarding patients' questions and concerns related to medications prescribed;
 - v. maintenance and retention of Contractor-owned records pertinent to this Agreement pursuant to applicable regulatory retention standards;
 - vi. purchasing all supplies reasonably needed to operate the pharmacy as determined by Contractor in Contractor's discretion;
 - vii. disposal of medications, including controlled substances, in accordance with applicable laws and regulations;
 - viii. complete, or assist in the completion of, requests for medication prior authorization from third-party payors;
 - ix. assist CMHC in maintaining a perpetual inventory of CMHC's sample medications;
 - x. to the extent permitted by the Indiana Board of Pharmacy, serve as CMHC's agent, [and as the agent for the properly authorized prescribers,] in connection with the storage and dispensing of sample medications and the administration of PAP;
 - xi. for sites requiring Medication Administration Records ("MAR"), Contractor would provide the documents monthly or weekly depending on the need (additional fee may apply);
 - xii. administering CMHC's PAP and, if applicable, State Indigent Drug Program ("IDP") (additional fee applies; see Exhibit C to this Agreement);

1. Contractor shall complete applications for admission to the programs, submit the applications to pharmaceutical companies for approval, check in the medications received, and dispense medications received through such programs to qualified patients; and
 - xiii. provide consultant pharmacist services as specified in Exhibit D and E, attached hereto and incorporated into this Agreement, subject to the fee schedule in Exhibit C to this Agreement.
- c. Contractor shall provide the Contractor Services on a schedule to be mutually agreed upon by the Parties.
- d. Contractor shall store, monitor, label, and administer all sample medications received by Hamilton Center, Inc.

EXHIBIT B

Business Associate Agreement

In accordance with the regulations set forth in 45 C.F.R. Parts 160 and 164 issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act set forth in 42 U.S.C. § 17921 *et seq.*, **Hamilton Center, Inc.** (“Covered Entity”) and **Genoa, a QoL Healthcare Company, LLC** (“Business Associate”) hereby enter into this Business Associate Agreement (“Agreement”) as of July 18, 2016 (the “Effective Date”). Covered Entity and Business Associate are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Covered Entity is a “covered entity,” as defined in HIPAA.

WHEREAS, HIPAA requires covered entities to protect the privacy of “Protected Health Information” (as defined below) by entering into agreements with persons and entities providing services for covered entities that involve the use or disclosure of protected health information.

WHEREAS, Business Associate is subject to HITECH and certain HIPAA provisions.

WHEREAS, Business Associate has been engaged by Covered Entity to provide certain services that involve the use or disclosure of Protected Health Information (the “Services”).

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to incorporate the forgoing recitals as rewritten herein and further agree as follows:

I. Definitions

A. Individual. “Individual” shall have the meaning as set forth in 45 C.F.R. §160.103, which includes without limitation, patients of Covered Entity, and a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

B. Breach. “Breach” shall have the meaning set forth at 45 C.F.R. §164.402.

C. Privacy and Security Rules. “Privacy and Security Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164 and HITECH at 42 U.S.C. § 17921 *et seq.*

D. Protected Health Information. “Protected Health Information” shall have the meaning set forth at 45 C.F.R. §160.103, which includes, without limitation, information that is created or received by Covered Entity that relates to the health of, the provision of health care to, or the payment for health care of, an Individual.

E. Required By Law. “Required By Law” shall have the meaning set forth in 45 C.F.R. §164.103.

F. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services and his/her designee.

G. Security Incident. “Security Incident” shall mean the attempted (other than those routinely blocked by protective software/systems) or successful unauthorized use, disclosure or destruction of information or interference with system operations in an information system.

H. Security Rules. “Security Rules” shall mean the Security Standards for Protection of Electronic Protected Health Information as set forth in 45 C.F.R. Part 164, Subpart C.

I. Subcontractor. “Subcontractor” shall have the meaning set forth in 45 C.F.R. §160.103.

J. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the meaning set forth in 45 C.F.R. §164.402.

K. Use and Disclosure. “Use” and “Disclosure” shall have the respective meanings set forth in 45 C.F.R. §164.103.

Capitalized terms used but not defined herein shall have the meanings set forth under HIPAA.

II. Obligations of Business Associate

A. Use or Disclosure of Information. Business Associate shall not Use or Disclose Protected Health Information other than as required to perform the Services or as Required By Law. Moreover, Business Associate shall at all times comply with the provisions of the Privacy and Security Rules applicable to Business Associate.

B. Safeguards. Business Associate shall employ administrative, physical and technical safeguards, and comply with Subpart C of 45 C.F.R. with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement.

C. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

D. Reporting Breaches. Business Associate shall notify Covered Entity upon Business Associate’s discovery of a Breach of Unsecured Protected Health Information within sixty (60) days of Business Associate’s discovery of such Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

E. Reporting Noncompliance. Business Associate shall report to Covered Entity any Security Incident or other Use or Disclosure of Protected Health Information not expressly

provided for by this Agreement within sixty (60) days of Business Associate's discovery of such Use or Disclosure.

F. *Subcontractors.* Business Associate may subcontract any of the Services. Business Associate shall ensure that any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

G. *Access.* To the extent applicable, within ten (10) business days of receipt of a request from Covered Entity, Business Associate shall make available Protected Health Information held by Business Associate in a Designated Record Set, or otherwise provide access to Protected Health to Covered Entity and/or the Individual in order to comply with the Individual's right to access Protected Health Information as provided in 45 C.F.R. 164.524

H. *Accounting.* Business Associate shall maintain and, within ten (10) business days of receipt of a request from Covered Entity, make available the information required to provide an accounting of Disclosures to the Covered Entity and/or the Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. If an Individual makes a request for an accounting of Disclosures directly to Business Associate, Business Associate shall forward such request to Covered Entity and provide such accounting to the Individual within ten (10) business days of receipt of the request.

I. *Amendments.* To the extent applicable, Business Associate shall make any amendments to Protected Health Information held by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Covered Entity, within ten (10) business days of Business Associate's receipt of such request.

J. *Compliance With Investigations.* Business Associate shall make all internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received or maintained pursuant to this Agreement available to Covered Entity or the Secretary for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy and Security Rules.

K. *Subpoenas.* Business Associate shall notify Covered Entity within ten (10) business days of Business Associate's receipt of any discovery request or subpoena for any Protected Health Information Used or Disclosed by Business Associate in the performance of the Services.

III. Permitted Uses and Disclosures by Business Associate

A. General Use and Disclosure Provisions. Business Associate shall not Use or Disclose Protected Health Information other than as required to perform the Services or as Required By Law. Moreover Business Associate shall at all times comply with the provisions of the Privacy and Security Rules applicable to Business Associate, including the minimum necessary requirements.

B. Specific Use and Disclosure Provisions.

- a. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth in paragraphs (b), (c), (d) and (e) below.
- b. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- d. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

IV. Obligations of Covered Entity.

A. Compliance with HIPAA and HITECH. Covered Entity agrees to fully comply with the requirements under HIPAA and HITECH including the Security Rules, and shall require every agent, employee, subsidiary, affiliate of Covered Entity to fully comply with HIPAA and HITECH, and will be bound by written agreement to the same restrictions and terms and conditions throughout the term of this Agreement.

B. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions. Covered Entity shall notify Business Associate of any limitation(s) in Covered

Entity's notice of privacy practices under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

- a. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under this Agreement, the Privacy Rules and Security Rules, or other applicable law, if done by Covered Entity.

V. Termination

A. *Term.* The term of this Agreement shall begin on the Effective Date and shall terminate upon the termination or expiration of the engagement for the Services or on the date that either Party terminates this Agreement as set forth below, whichever is sooner.

B. *Termination Without Cause.* Either Party may terminate this Agreement without cause upon thirty (30) days' advance written notice to the other party. The Parties agree and acknowledge that termination of this Agreement without cause will not automatically result in a termination of the engagement for the Services.

C. *Termination by Covered Entity for Cause.* Upon Covered Entity's determination that Business Associate has violated a material term of this Agreement, Covered Entity shall notify Business Associate in writing of the alleged violation and provide an opportunity for Business Associate to cure such alleged violation after receiving written notice from the Covered Entity, and may terminate the Agreement if Business Associate does not cure the breach within a reasonable time period.

D. *Effect of Termination.*

- a. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

- ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this section, for as long as Business Associate retains the Protected Health Information; and
- iv. Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained.

VI. Miscellaneous

A. *Regulatory References.* A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.

B. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary or appropriate for the Parties to comply with the requirements of the Privacy and Security Rules. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

C. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy and Security Rules.

D. *Governing Law.* This Agreement shall be interpreted and enforced in accordance with the laws of the State of Indiana.

E. *No Third Party Rights.* Nothing in this Agreement is intended or shall be construed to confer any rights or entitlements to remedy on any person or entity other than Covered Entity and Business Associate.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the first date above written.

“COVERED ENTITY”

“BUSINESS ASSOCIATE”

Hamilton Center, Inc.

Genoa, a QoL Healthcare Company, LLC

By: _____

By: _____

Printed: Mel Burks

Printed: Mark Peterson

Title: CEO

Title: Chief Commercial Officer

EXHIBIT C

Fees

1) Patient Assistance Program (PAP) Fees:

- a) CMHC shall pay Contractor an administrative/dispensing fee of \$10.00 per PAP prescription dispensed (the "PAP Fee") during the Initial Term. CMHC shall direct which patients Contractor shall enroll in PAP and how to dispense the prescriptions. Contractor shall have the right to adjust the PAP Fee annually on the first day of each Renewal Term, based upon the then fair market value of such dispensing and administrative services attributable to PAP services provided by Contractor to CMHC.

2) Consulting Pharmacist and Inpatient Pharmacy Management Services Fees:

- a) Contractor shall bill CMHC for consultant pharmacist services, outlined in Exhibit D, and inpatient pharmacy management services, outlined in Exhibit E, at a rate of \$75.00 per hour. Contractor shall not bill CMHC for the consultant pharmacist's periodic telephone consultations. Except as otherwise set forth in this Agreement, these rates may be adjusted annually by Contractor, but not by more than 5% per year without renegotiation.
- b) There are no separate fees for consulting with CMHC staff or individual patients about medications.

EXHIBIT D

Pharmacy Consultant Services

Contractor shall at the written request of CMHC:

- a. Provide a consulting pharmacist to the CMHC's Crisis Stabilization Unit for the purpose of monitoring the Unit Medication Room and the Emergency Drug Box on a monthly basis. The consultant pharmacist shall issue a monthly report on the findings.
- b. Provide a consultant pharmacist to participate and implement the decisions of the CMHC's Pharmacy & Therapeutics Committee.
- c. Provide a consultant pharmacist to review of issues related to the procurement, receipt storage, ordering, dispensing, and administration of medications within the CMHC.
- d. Provide a consultant pharmacist to institute and maintain a Pharmacy Quality Improvement Program consistent with applicable Joint Commission standards.
- e. Provide a consulting pharmacist to conduct Pharmacy In-service Education based on needs of the CMHC staff, and problems identified through quality improvement activities, and other sources, as applicable.
- f. Provide a consultant pharmacist to perform quarterly inspections of medication storage in residential programs.
- g. Provide a consultant pharmacist to aid in the review and implementation of CMHC's Drug Formulary, recommending medications based on effectiveness, risks and acquisition cost and cost-impact.
- h. Provide a consulting pharmacist to establish guidelines to identify and correct incidences of poly-pharmacy.

EXHIBIT E
Inpatient Pharmacy Management Services

Contained herein and intending to be legally bound, CMHC and Contractor agree as follows:

1. RESPONSIBILITIES OF CONTRACTOR

- 1.1. Pharmacy Products. Contractor shall have available and/or provide those items, supplies, and services (collectively “**Products**”) customarily furnished by an inpatient pharmacy serving a facility with a mental health patient population, including, as applicable, oral, intramuscular, and subcutaneous medications (prescription and non-prescription), intravenous solutions and supplies, ointments, creams, suppositories, and patches.
- 1.2. Pharmacy Services. For the benefit of residents of CMHC, Contractor will:
 - 1.2.1. Maintain a full range of psychiatric and general medicine pharmacy stock;
 - 1.2.2. Supply Products in compliance with applicable local, state and federal laws and regulations for residents at CMHC;
 - 1.2.3. Render all services in accordance with any applicable requirements of local, state and federal laws and regulations, as required;
 - 1.2.4. Label all Products in accordance with local, state, and federal laws, rules, and regulations;
 - 1.2.5. Secure all Products in accordance with local, state, and federal laws, rules, and regulations;
 - 1.2.6. Provide Products in a prompt and timely manner;
 - 1.2.7. Monitor and track all controlled substances;
 - 1.2.8. Provide education and consultation on specific medications to patients of CMHC and answer questions from CMHC’s patients;
 - 1.2.9. Establish and maintain drug profiles on residents in CMHC’s facility;
 - 1.2.10. Establish quality control standards which comply with applicable regulatory body standards, including standards related to medication errors, polypharmacy, and labeling and dispensing errors; Contractor will submit any and all documents to Hamilton Center, Inc. upon execution of this agreement and/or in the event of changes to said standards;
 - 1.2.11. Provide drug information and consultation to CMHC’s staff regarding Products ordered for individual residents by members of CMHC’s professional staff; and
 - 1.2.12. Collaborate with CMHC to coordinate pharmacy documentation processes.

- 1.3. Emergency Drug Services. Contractor will provide any Products needed on an emergency basis in a prompt and timely manner. In the event Contractor cannot furnish an ordered medication on a prompt and timely basis, Contractor will make arrangements with another pharmacy supplier in the community local to CMHC to provide such service(s) to CMHC. Contractor will notify CMHC of any such arrangement.
- 1.4. Emergency Drug Supply. Contractor will provide, maintain, and replenish, in a prompt and timely manner, an emergency drug supply. All products provided by Contractor for the Emergency Kit will be invoiced as outlined in Article 5.
- 1.5. Insurance. Contractor shall, at its own expense, maintain liability insurance, including professional liability insurance, in mutually agreeable amounts, or as Required by Law.
- 1.6. Contractor shall Contractor shall store, monitor, label, and administer all sample medications received by Hamilton Center, Inc.

2. RESPONSIBILITIES OF CMHC

- 2.1. Working And Storage Space. CMHC will make available to Contractor adequate working and storage space to allow Contractor to fulfill the services required of Contractor under this Agreement, including, but not limited to, adequate space for the storage of containers, documents, and other equipment and supplies to be provided by Contractor. CMHC and Contractor will work together to instruct CMHC's personnel to utilize the equipment properly.
- 2.2. Ordering. CMHC will order primarily from Contractor all Products for individual residents. CMHC shall also purchase "house supply" items from Contractor, as allowed by applicable local, state and federal laws and regulations.

3. BILLING FOR PRODUCTS

- 3.1. Billing. Contractor will bill for Products provided directly to CMHC.
- 3.2. Coordination For Billing. CMHC and Contractor shall share and coordinate all data and information necessary for CMHC to bill and receive payment for Products provided to patients, including, but not limited to, name and dosage of medications, items, and supplies provided, Medicare and Medicaid numbers, resident name, responsible party, billing address, phone number, prescribing physician name(s), and any other pertinent data as required.

4. PURCHASE OF PRODUCTS BY CMHC

- 4.1. Purchase Of Products. Contractor shall purchase all Products needed by CMHC for and on behalf of CMHC. Contractor shall invoice CMHC for those Products as outlined in Article 5, and CMHC shall pay for those Products as provided for in Section 5.1 of this Agreement.

5. COMPENSATION AND REIMBURSEMENT

- 5.1. Reimbursement For Products. Contractor will submit a monthly invoice to CMHC for the Products prescribed by CMHC's practitioners, used by CMHC's staff, and/or otherwise provided to CMHC by Contractor. CMHC will remit payment in full within thirty (30) days of the billing date of Contractor' invoice. In the event CMHC fails to pay any invoice when due, Contractor, at its option upon ten (10) days prior written notice to CMHC, shall have the right to: (i) declare all of Contractor' outstanding invoices to CMHC immediately due and payable in full, and (ii) require CMHC to pay on a COD basis for all Products delivered to CMHC until all of Contractor' invoices to CMHC are current according to their respective terms. CMHC will notify Contractor within thirty (30) days of the billing date of Contractor' invoice indicating any amounts in dispute. In the event of any dispute arising from any claim or bill submitted by Contractor, Contractor will, within the limits of any applicable laws, have access to all reasonable and necessary documents and records that would, in the reasonable discretion of Contractor, tend to sustain its claim.

For BRAND drugs:

AWP - 7% + \$6

For GENERIC drugs:

ACQ < \$3	3*ACQ + \$10
ACQ between \$3.01-\$10	2*ACQ + \$8
ACQ between \$10.01-\$20	1.5*ACQ + \$7
ACQ between \$20.01-\$100	1.25*ACQ + \$6
ACQ > \$100	1.1*ACQ + \$6

For OTC drugs:

ACQ + \$6

Genoa, a QoL Healthcare Company, LLC
c/o 18300 Cascade Avenue S., Ste. 251
Tukwila, WA 98188-4711
ATTENTION: Chief Executive Officer

Gentlemen:

Please be advised that I hereby designate Genoa, a QoL Healthcare Company, LLC, an Indiana limited liability company, to serve as my agent for the purpose of storing and dispensing samples, patient assistance program medications and assisting with Prior Authorizations (PA) within the Community Mental Health Center ("CMHC") operated by Hamilton Center, Inc. at 620 Eighth Avenue. As my agent, Genoa, a QoL Healthcare Company, LLC has the right, power and authority to take any and all actions on my behalf in connection with the foregoing activity. It is my explicit understanding that all agency activities shall be performed by duly licensed and authorized personnel.

This agency may be terminated by me, effective immediately, upon prior written notice of termination to Genoa, a QoL Healthcare Company, LLC.

I have acknowledged my acceptance of this arrangement by executing this letter in the space provided below.

Sincerely,

Signature of Medical Director

Name: _____ Title: _____

Agreed to and accepted this _____ day of _____, 2016.

ACCEPTED FOR GENOA, A QOL HEALTHCARE COMPANY, LLC:

By: Mark Peterson, Chief Commercial Officer

Signature: _____

Date: _____