ADMINISTRATOR AGREEMENT

(FOR STATE OF TEXAS TRANSACTIONS ONLY)

This Administrator Agreement (“Agreement”) is made effective on the later of August 12, 2011 or the date of the Master Services Agreement between Progressive Medical, LLC, PMSI, LLC and Healthcare Solutions, Inc., together with Healthcare Solutions’ Affiliates including Cypress Care, Inc. and Modern Medical, Inc., doing business as Optum, together with their affiliated entity Tmesys, LLC (collectively, “Optum”), and Insurance Carrier or Third Party Administrator (“Client”) for purposes of processing Client’s pharmacy transactions in the State of Texas. This Agreement supplements any existing agreement executed between Optum and Client, who collectively are referred to as the Parties.

Whereas, certain Optum companies were directed by the Texas Department of Insurance to register as an “Administrator”, as that term is defined, under Texas Insurance Code (“TIC”) Chapter 4151.001(1).

Whereas, Client is an Insurance Carrier, Third Party Administrator, Payor or Insurer as that term is defined under TIC Chapter 4151.001(2), and either (1) submitted a transaction to be processed by Optum; and/or (2) entered previously into an Agreement with Optum, whereby Optum provides various workers compensation pharmacy benefit management services (“the Services”) that the Texas Department of Insurance has determined satisfies the definition of acting as an “Administrator” under Texas law.

Whereas, the purpose of this Agreement is to set forth certain terms and conditions to enable the Parties to comply with the Texas Worker’s Compensation Act, Texas Insurance Code, Texas Administrative Code, and other applicable regulatory requirements relating to the provision of Services in the Texas worker’s compensation system, where applicable to an Optum company.

Now therefore, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree to the following:

1. The Parties agree that Optum may provide services only under written agreement with Client.

2. The Parties agree that duties of the Administrator include claims handling and processing, but only to the extent that such claims handling and processing are performed pursuant to rules and guidelines approved by Client. More specifically, Client retains all rights and responsibilities involved in approving claims. The Parties also acknowledge that the types of Services performed by Optum are limited to workers’ compensation claims.

3. This Agreement will be retained for the term of the Master Services Agreement, if one exists, plus five years. If this written Agreement is the only written document between the Parries, it shall be retained for not less than five years after the last claim is processed by Optum. Optum will maintain, at its location, adequate books and records of each transaction engaged with Client or claimant for the term of the Agreement plus five years. Client has a right to access these documents.

4. Optum agrees to give written notice to each insured and injured employee of it identity and the relationship between Optum and the Client and the injured employee. The Client shall have the right to approve this notice before the notice is distributed.

5 Client agrees that it is responsible for determining the benefits, reimbursement procedures, and claims payment procedures applicable to the claimant’s coverage. Client understands that it is to provide a copy of written requirements relating to these matters to Optum and that Optum’ responsibilities as the administrator as to any of those matters must be set forth in a written agreement.

6. Optum understands the Client, if certain conditions are met, has an obligation to conduct a semi-annual review and a biennial on-site audit of its operations.

7. Nothing in this Agreement is meant to limit in any way, a Client’s ultimate accountability and responsibility for compliance with all statutory and regulatory requirements under the Insurance Code, and rules adopted thereunder.

8. Optum understands that it is required to comply with statutory, contractual and regulatory requirements related to a function assumed or carried out by the administrator and related to a plan for which the administrator performs or offers to perform administrative services.

9. Optum and Client acknowledge the Optum does not receive any remuneration or “compensation” as that term is used in TIC 4151.117 for performing any “Administrator” services.

10. CLIENT AND OPTUM AGREE THAT THIS AGREEMENT IS SELF-EXECUTING. BY ENGAGING OPTUM TO PROCESS ITS TEXAS PHARMACY TRANSACTIONS, CLIENT AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO BE BOUND TO THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT IT IS FREE TO STOP USING OPTUM TO PROVIDE SERVICES INCLUDING PROCESSING ITS TEXAS PHARMACY TRANSACTIONS.