

## MTM NETWORK PARTICIPATION AGREEMENT

This MTM Network Participation Agreement (the "Agreement") by and between Outcomes Pharmaceutical Health Care, L.C., an Iowa Limited Liability Company ("Outcomes") and the accepting party ("Company") is entered into effective the date first accepted by Outcomes by virtue of its posting of this agreement electronically on [www.getoutcomes.com](http://www.getoutcomes.com) and by Company by virtue of its authorized representative electronically accepting the terms and conditions of this Agreement and thereby acknowledging his or her acceptance of such terms (the "Effective Date") in order for Company to participate in the Outcomes Medication Therapy Management services network.

In consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the parties agree as follows:

### ARTICLE I – DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1 "Client" means an individual or entity that has contracted with Outcomes to obtain MTM on behalf of one or more Member.
- 1.2 "Company/MTM Center" means Company and each MTM Center.
- 1.3 "Medication-related Problem" means a health care issue related to the sub-optimal use of pharmaceuticals and shall include, but not be limited to, treatment failures, adverse drug reactions, medication errors, medication compliance problems, and cost-efficacy issues.
- 1.4 "Medication Therapy Management" and "MTM" means the services provided by pharmacists to facilitate the achievement of positive therapeutic and economic results from medication therapy as specifically described in Exhibit B.
- 1.5 "Member" and "Members" means a person eligible to receive MTM as notified in writing to Outcomes by Client.
- 1.6 "MTM Center" means a pharmacy, clinic, office, or other consultant setting designated by Company to provide MTM using the Outcomes System subject to Outcomes' approval.
- 1.7 "MTM Pharmacist" means a pharmacist designated by the Parties to provide MTM using the Outcomes System.
- 1.8 "MTM Provider" means an MTM Pharmacist and/or an MTM Center.
- 1.9 "Outcomes Policies & Procedures" means the policies and standard procedures for the provision of MTM in the Outcomes System as may be amended by Outcomes from time to time.
- 1.10 "Outcomes System" means the system developed by Outcomes for the delivery, documentation, billing, administration, advertising, promotion, or sale of MTM, including all copyrights, icons, forms, guides, logos, materials, media, processes, programming, protocols, reports and their format, pricing, data organization, source code, object code, service claims, techniques, trademarks, training and other associated documents or procedures developed by Outcomes.
- 1.11 "Outcomes Training Program" means instructional course work and curriculum designed and/or designated by Outcomes to train pharmacists and/or other pharmacy personnel on the delivery, documentation, billing, and administration of MTM in the Outcomes System as may be adjusted by Outcomes from time to time.
- 1.12 "Parties" means Outcomes and Company/MTM Center.
- 1.13 "Plan Specifications" means the document identifying the fee schedules for each Client for the provision of MTM services as described in Exhibit C.
- 1.14 "Prescriber" means any person legally authorized to prescribe pharmaceuticals for a Member.
- 1.15 "Term" means the term of this Agreement as specified in Article V.

### ARTICLE II – OUTCOMES OBLIGATIONS

- 2.1 Access. Outcomes shall provide Company/MTM Center with web-based access to necessary portions of the Outcomes System for the sole purpose of documenting and administering the provision of MTM by MTM Providers, excluding reasonable periods of system downtime and disruption of internet service beyond Outcomes' reasonable control. Outcomes may limit MTM Center access to only specific Members and/or Clients. Such access shall not include internet connectivity, which shall be the responsibility of the Company/MTM Center.
- 2.2 Warranty. Outcomes represents that it has the right to grant Company/MTM Center access to the Outcomes System and that, to the best of its knowledge, neither the Outcomes System, nor Company/MTM Center's use or possession thereof, will violate or infringe any patent, copyright, trade secret or other proprietary right of any third party.
- 2.3 Contracting. Outcomes represents to Company/MTM Center that it has secured contractual agreements with each Client to cover payment for MTM delivered to Members in accordance with this Agreement. Company or MTM Center is a third party beneficiary of the contracts between Clients and Outcomes.
- 2.4 Payment Rates. Outcomes shall compensate Company or MTM Center for the provision of MTM delivered to Members in accordance with this Agreement at payment rates no less than those listed in the Plan Specifications, Exhibit C. Outcomes may reduce payment rates listed in the Plan Specifications only by providing notice to Company in the form of a replacement Plan Specification at least fourteen (14) days prior to such changes becoming effective. Under no circumstances shall Outcomes be required to compensate Company or MTM Center for provision of MTM to any person who is not a Member.
- 2.5 Payment Cycle. Outcomes shall compensate Company or MTM Center for the provision of MTM on no less than a monthly basis with payment distributed no less than fifteen (15) days following the close of each monthly claims window. Payment will be made by Outcomes to the Company or MTM Center using the address information appearing as Accounting Information, Exhibit D
- 2.6 Limitations. Company/MTM Center understands and affirms that Outcomes serves as the payment processor between Client and Company/MTM Center for the provision of MTM and that payment for MTM to Company/MTM Center is expressly conditioned upon Outcomes' receipt of funds from the Client. In the event of Client default in payment, Outcomes and Company/MTM Center agree to cooperate in good faith to obtain payment in-full from Client for all services rendered.
- 2.7 Insurance. Outcomes shall obtain and maintain in effect a policy of insurance for general liability coverage purposes from a recognized carrier in such coverage amounts as is deemed reasonable and customary, or as required by law.

### ARTICLE III – COMPANY OBLIGATIONS

- 3.1 MTM Centers. Company shall provide Outcomes with a listing of MTM Centers. Such listing shall be attached to this Agreement as Exhibit A and may be amended by Company from time to time. Outcomes reserves the right to remove any MTM Center from Exhibit A if, in Outcomes' sole discretion, such MTM Center is detrimental to Outcomes or has failed to comply with this Agreement, any applicable laws or regulations, or Outcomes Policies & Procedures.
- 3.2 MTM Provision. Company/MTM Center shall ensure that only MTM Pharmacists practicing in conjunction with MTM Centers provide MTM pursuant to this Agreement.
- 3.3 Staffing. Company/MTM Centers shall maintain a sufficient number of MTM Pharmacists on duty at each MTM Center, along with sufficient facilities, equipment, and support personnel in order to provide MTM to Members in a timely and appropriate manner.
- 3.4 Payment. Company/MTM Center shall accept compensation for the provision of MTM in accordance with the then current Plan Specifications, Exhibit C.
- 3.5 Credentials. Company/MTM Center shall, at its own expense, maintain all licenses, certifications, permits and other prerequisites required by law to provide MTM pursuant to this Agreement.
- 3.6 Disclaimers. Company/MTM Center acknowledges and agrees that all clinical and therapeutic decisions relating to the provision of MTM shall be the exclusive responsibility of Company, MTM Providers, Members, Prescribers and other health care professionals. Neither Outcomes nor Client shall be liable for any acts or omissions of Company or any MTM Provider. Neither Outcomes nor Client warrants any aspect, either express or implied, of any MTM provided by any MTM Provider.
- 3.7 Warranty. Company warrants that it has the right to and hereby contracts for services on behalf of MTM Centers listed on Exhibit A and binds those MTM Centers to all relevant provisions and obligations herein including, but not limited to, section 6.5 Indemnification.
- 3.8 Insurance. Company/MTM Center shall obtain and maintain in effect a policy of insurance for general and professional liability coverage purposes from a recognized carrier in such coverage amounts as is deemed reasonable and customary, or as required by law, for similar entities doing business in the state in which Company/MTM Center is located.

#### ARTICLE IV – CONFIDENTIALITY

- 4.1 Confidential Information. Except to the extent explicitly allowed under the terms of this Agreement, the Parties hereto:
- agree to keep in confidence during the Term of this Agreement and subsequent thereto all eligibility, financial, and other information identified by a Party as proprietary to it, and
  - shall not disclose to third parties or use such information other than as needed to fulfill its obligations under this Agreement, except as otherwise specifically authorized in writing by the other Party or as required by law.
- Information in the public domain on the effective date of this Agreement or subsequently entering the public domain without breach by any of the Parties is not Confidential Information.
- 4.2 Proprietary Nature of Outcomes System. Company/MTM Center acknowledges that the Outcomes System (including, without limitation, the system and all rights associated with trade secrets, copyrights, trade names, service marks and trademarks related thereto) constitutes valuable proprietary assets of Outcomes, and that this Agreement shall not and does not provide the Company/MTM Center with any ownership interest therein, whether as a licensee or otherwise. Company/MTM Center and its respective employees, agents and representatives shall hold all information and material relating to the Outcomes System in confidence with the exception of information and material in the public domain on the effective date of this Agreement or subsequently entering the public domain without breach by Company/MTM Center. Further, Company/MTM Center agrees not to use for its own or another's benefit or to reveal any such information and material to any other person or entity except for uses explicitly authorized hereunder during the Term of this Agreement. This obligation shall survive the termination of this Agreement.
- 4.3 Equitable Relief. Company/MTM Center acknowledges the value of Outcomes' proprietary rights and the irreparable injury that would result from violation of the provisions of Section 4.2. Accordingly, Company/MTM Center agrees that Outcomes shall be entitled to seek injunctive or other equitable relief to prevent the threatened or further actual breach of Section 4.2.
- 4.4 Return of Confidential Information. Promptly upon the termination of this Agreement, Company/MTM Center shall return to Outcomes all of Outcomes' confidential information and materials and all copies of such information and materials, if any, in its possession. Obligations of Article IV shall survive the termination of this Agreement.
- 4.5 Company Protection. Outcomes shall not use any name, trademark, service mark, trade name or other commercial or product designation belonging to Company/MTM Center without the prior written consent of Company in each instance, except for use in the routine course of business, which may include, but not necessarily be limited to, Client reporting, network management, and publication of directories. Under no circumstances shall Outcomes utilize any Company/MTM Center logo without such prior written consent of Company.

#### ARTICLE V – TERM AND TERMINATION

- 5.1 The Term of this Agreement shall commence as of the Effective Date and shall continue until terminated by either Outcomes or Company, at any time, with or without cause, upon written notice to the other party.

#### ARTICLE VI – GENERAL PROVISIONS

- 6.1 Audit. Outcomes or its designee, which may include but not necessarily be limited to, the Centers for Medicare and Medicaid Services (CMS), US Department of Health and Human Services (HHS), US Comptroller General, or Client shall retain rights to reasonably audit once annually for the Term and a period of ten (10) years from the termination of this Agreement any pertinent contracts, books, documents, papers, and records of Company/MTM Center that pertain to any aspect of the Company's/MTM Center's duties or obligations under this Agreement. Company/MTM Center agrees to maintain such records for the period contemplated and make them available for inspection and audit upon ten (10) days written notice.
- 6.2 Counterparts. This Agreement or any addendum or amendment to this Agreement may be executed in counterparts, all of which taken together shall be deemed one original agreement, and shall be binding upon the Parties hereto notwithstanding that all Parties hereto are not signatory to the same counterpart.
- 6.3 Exclusivity. This Agreement is not exclusive and nothing herein shall be construed to prohibit the Parties hereto from entering into similar agreements with other parties.

- 6.4 Gender and Number. Whenever used in this Agreement and as required by context, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 6.5 Indemnification. The Parties hereto agree to indemnify and hold the other party harmless from and against any claims, damages, losses, liabilities and expenses, including court costs and reasonable attorneys' fees, incurred by the other party to the extent that such claims, damages, losses, liabilities or expenses arise out of or are based upon the indemnifying party's gross negligence or willful misconduct in the performance of such indemnifying party's duties under this Agreement. These indemnification obligations shall survive termination of the Agreement.
- 6.6 Independent Contractors. Nothing in this Agreement shall create or be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the Parties, nor any of their respective representatives, shall be construed to be the agent, employee, or representative of the other, nor shall any of the foregoing Parties have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other.
- 6.7 Jurisdiction. This Agreement is intentionally silent with regard to jurisdiction and venue and shall be governed in accordance with conflict of law provisions.
- 6.8 Laws and Regulations. The Parties shall comply with all federal, state and local laws, rules, and regulations which are applicable to carrying out its obligations under this Agreement. In the event it is determined by any governmental agency that any regulatory license or approval of this Agreement or any activity undertaken by the Parties under this Agreement's terms and conditions is required, then the Parties:
- (a) shall be bound by and govern themselves in accordance with the requirements of the regulating entities unless and to the extent that the Parties challenge such requirements, and
  - (b) agree to cooperate and assist one another in obtaining such license and complying with such approvals and to modify this Agreement to the extent necessary to accommodate any such license or approvals.
- 6.9 HIPAA. The Parties warrant they are familiar with requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant they will cooperate with either party in the course of performance and coordination with either party's privacy officials and other documents that are necessary to keep the Parties in compliance with HIPAA, including but not limited to business associate agreements.
- 6.10 Notices. Any notice required or permitted hereunder shall be made in writing by certified mail, return receipt requested, addressed to the Parties as hereinafter specified. Alternatively, such correspondence may be sent via regular mail, facsimile, electronic mail, or other manner with receipt confirmation from the receiving party. The Parties shall notify the other in writing of any changes to the specified notice information.

If to Outcomes: OUTCOMES PHARMACEUTICAL HEALTH CARE, L.C.  
ATTENTION: LEGAL DEPARTMENT  
601 E LOCUST, SUITE 200  
DES MOINES, IA 50309-1946

FACSIMILE: 515-237-0002  
ELECTRONIC MAIL: legal@getoutcomes.com

- 6.11 Section Headings. The section headings used in this Agreement have been inserted for convenience of reference only and shall not in any way modify or restrict any of its terms or provisions.
- 6.12 Severability. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine any of the party's rights and benefits hereunder.
- 6.13 Waiver. The failure of any party hereto to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition and the obligations of such party with respect thereto shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

EXHIBIT A – MTM CENTERS (ATTACH ADDITIONAL INFORMATION AS NECESSARY)

EXHIBIT B – MEDICATION THERAPY MANAGEMENT SERVICES

- B.1 "Comprehensive Medication Review" means a consultation between an Approved Pharmacist and a Member to review and organize the Member's medication usage and identify and resolve and/or prevent the occurrence of one or more Medication-related Problem(s). Such consultation must be provided and documented in accordance with the Outcomes System.
- B.2 "OTC Consultation" means a patient assessment, educational session, and follow-up service between an Approved Pharmacist and a Member to identify and resolve and/or prevent the occurrence of one or more Medication-related Problem(s) through the use of non-prescription medication(s). Such consultation must be provided and documented in accordance with the Outcomes System.
- B.3 "Patient Compliance Consultation" means a consultation between an Approved Pharmacist and a Member to identify and resolve and/or prevent the occurrence of one or more Medication-related Problem(s), which requires a change in the Member's behavior. Such consultation must be provided and documented in accordance with the Outcomes System.
- B.4 "Patient Education & Monitoring" means an educational session and monitoring service between an Approved Pharmacist and a Member to identify and resolve and/or prevent the occurrence of one or more Medication-related Problem(s) under circumstances where the Member has received a new or changed drug order from a Prescriber. Such service must be provided and documented in accordance with the Outcomes System.

- B.5 "Prescriber Consultation" means a consultation between an Approved Pharmacist and a Member's Prescriber to identify, resolve, and/or prevent the occurrence of one or more Medication-related Problem(s) in which the Prescriber agrees to change the Member's pharmaceutical regimen as a direct result of the consultation. Such consultation must be provided and documented in accordance with the Outcomes System.
- B.6 "Patient Refusal" means a Member's refusal of one or more MTM service. The offer and refusal of MTM must be documented in accordance the Outcomes System.
- B.7 "Prescriber Refusal" means a consultation between an Approved Pharmacist and a Member's Prescriber to identify, resolve, and/or prevent the occurrence of one or more Medication-related Problem in which the Prescriber refuses to change the Member's pharmaceutical regimen as a direct result of the consultation. Such consultation and refusal must be provided and documented in accordance with the Outcomes System.

#### EXHIBIT C – PLAN SPECIFICATIONS

C.1	Alameda Alliance for Health	
	(a) Comprehensive Medication Review	\$50.00
	(b) Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c) Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d) Patient Compliance Consultation	\$20.00
	(e) Patient Education/Monitoring	\$10.00
	(f) Prescriber Refusal	\$2.00
	(g) Patient Refusal	\$0.00
C.2	CarePro Health Services	
	(a) Comprehensive Medication Review	\$50.00
	(b) Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c) Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d) Patient Compliance Consultation	\$20.00
	(e) Patient Education/Monitoring	\$10.00
	(f) Prescriber Refusal	\$2.00
	(g) Patient Refusal	\$0.00
C.3	CheckMeds NC Program	
	(a) Comprehensive Medication Review	\$50.00
	(b) Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c) Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d) Patient Compliance Consultation	\$20.00
	(e) Patient Education/Monitoring	\$10.00
	(f) Prescriber Refusal	\$0.00
	(g) Patient Refusal	\$0.00
C.4	City of Ames, Iowa Employee Prescription Plan	
	(a) Comprehensive Medication Review	\$50.00
	(b) Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c) Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d) Patient Compliance Consultation	\$20.00
	(e) Patient Education/Monitoring	\$10.00
	(f) Prescriber Refusal	\$2.00
	(g) Patient Refusal	\$0.00
C.5	Health Plan of San Mateo CareAdvantage Medicare Part D Plan	
	(a) Comprehensive Medication Review	\$50.00
	(b) Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c) Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d) Patient Compliance Consultation	\$20.00
	(e) Patient Education/Monitoring	\$10.00
	(f) Prescriber Refusal	\$2.00
	(g) Patient Refusal	\$0.00
C.6	HealthSpring Medicare Part D Plan	
	(a) Comprehensive Medication Review	\$50.00
	(b) Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c) Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d) Patient Compliance Consultation	\$20.00
	(e) Patient Education/Monitoring	\$10.00
	(f) Prescriber Refusal	\$2.00
	(g) Patient Refusal	\$0.00
C.7	United Healthcare of the River Valley	
	(a) Comprehensive Medication Review	\$50.00
	(b) Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c) Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d) Patient Compliance Consultation	\$20.00
	(e) Patient Education/Monitoring	\$10.00

	(f)	Prescriber Refusal	\$2.00
	(g)	Patient Refusal	\$0.00
C.8		King County, Washington Employee Prescription Program	
	(a)	Comprehensive Medication Review	\$50.00
	(b)	Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c)	Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d)	Patient Compliance Consultation	\$20.00
	(e)	Patient Education/Monitoring	\$10.00
	(f)	Prescriber Refusal	\$2.00
	(g)	Patient Refusal	\$0.00
C.9		Medi-CareFirst BCBS Medicare Part D Plan	
	(a)	Comprehensive Medication Review	\$50.00
	(b)	Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c)	Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d)	Patient Compliance Consultation	\$20.00
	(e)	Patient Education/Monitoring	\$10.00
	(f)	Prescriber Refusal	\$2.00
	(g)	Patient Refusal	\$0.00
C.10		Optima Health Medicare Part D Plan	
	(a)	Comprehensive Medication Review	\$50.00
	(b)	Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c)	Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d)	Patient Compliance Consultation	\$20.00
	(e)	Patient Education/Monitoring	\$10.00
	(f)	Prescriber Refusal	\$2.00
	(g)	Patient Refusal	\$0.00
C.11		Partnership HealthPlan of California Medicare Part D Plan	
	(a)	Comprehensive Medication Review	\$50.00
	(b)	Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c)	Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d)	Patient Compliance Consultation	\$20.00
	(e)	Patient Education/Monitoring	\$10.00
	(f)	Prescriber Refusal	\$2.00
	(g)	Patient Refusal	\$0.00
C.12		Pharmacists Mutual Employee Prescription Plan	
	(a)	Comprehensive Medication Review	\$50.00
	(b)	Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c)	Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d)	Patient Compliance Consultation	\$20.00
	(e)	Patient Education/Monitoring	\$10.00
	(f)	Prescriber Refusal	\$2.00
	(g)	Patient Refusal	\$0.00
C.13		Senior Whole Health Medicare Part D Plan	
	(a)	Comprehensive Medication Review	\$50.00
	(b)	Prescriber Consultation – Cost Efficacy Management	\$20.00
	(c)	Prescriber Consultation – Drug Therapy Problem	\$20.00
	(d)	Patient Compliance Consultation	\$20.00
	(e)	Patient Education/Monitoring	\$10.00
	(f)	Prescriber Refusal	\$2.00
	(g)	Patient Refusal	\$0.00

#### EXHIBIT D – ACCOUNTING INFORMATION

- D.1 Accounting Information. Outcomes shall utilize accounting information for payment and related accounting matters as provided by Company.
- D.2 Default. In the event no accounting information is provided by Company in Section D.1, Outcomes shall utilize the address information listed on Exhibit A for payment and related accounting matters.

END