

**Medication Pathfinder
NETWORK PROVIDER AGREEMENT
FOR
MEDICATION THERAPY MANAGEMENT**

This Network Provider Agreement (“Agreement”) is made and entered into by and between Medication Pathfinder Network, LLC. (MPN), a Delaware Limited Liability Company with principal offices at 701 Seneca Street, Buffalo, New York 14210 and _____, a [Pharmacist / Pharmacy / Corporation] (*circle one*) duly licensed under the Laws of the State of _____, with business address at _____ (Network MTM Provider).

WHEREAS, Medication Pathfinder Network, LLC. and its Network of MTM Providers are in business to improve the pharmaceutical care of its communities to assure the survival of their patients good health while maintaining their practice for future generations of patients;

WHEREAS, Medication Pathfinder Network LLC. has developed Medication Therapy Management procedures to its business purpose;

NOW THEREFORE, in consideration of the mutual promises set forth herein, MPN and Network MTM Provider (collectively “Parties”) hereby agree as follows:

MEDICATION THERAPY MANAGEMENT NETWORK

The Medication Therapy Management Network is a network of pharmacists dedicated to providing cost-effective pharmaceutical care and Medication Therapy Management. MPM pharmacists will:

- 1) Set and maintain minimum standards of practice for Medication Therapy Management.
- 2) Implement currently known Medication Therapy Management procedures.
- 3) Implement currently known cost-effective pharmacy practices.
- 4) Participate in specific Continuing Education programming.
- 5) Pilot and develop Medication Therapy Management procedures to improve patient care and/or decrease prescription cost.

MPN will provide an outline to achieve these goals.

Medication Therapy Management Procedures

MPN will adopt and provide Network MTM Provider with current Medication Therapy Management procedures. Network MTM Provider will actively educate physicians and patients as to the Medication Therapy Management procedures. Network MTM Provider should also be cognizant of the ability to implement current Medication Therapy Management procedures will have a direct effect on a patient's good health.

Standards of Care

Network MTM Provider will agree to provide a minimum standard of care. These Standards are subject to review and change by the MPN Board of Directors. The Standards are as follows:

Practice

- 1) Pharmacists will not delegate any of the following professional practice standards.
 - i. Pharmacists or licensed health care providers will counsel all patients as to the proper usage of prescription medications and medication therapy management
 - ii. Pharmacists will document their consultations as required by MPN clients using the MTMPath software. When required pharmacists will obtain proper patients authorization and store this authorization using the MTMPath software. MPN will provide documentation tools (MTMPath™) and education for the pharmacist.
 - iii. Pharmacists will provide and document follow-up consultations for medication therapy management.
 - iv. Pharmacist will obtain continuing education as prescribed by MPN. MPN will facilitate continuing education programming which will allow Pharmacist to satisfy established requirements
 - v. Pharmacists will update MTMPath software with prescription therapy and clinical or patient assessment information as required by each specific MTM program for all patients upon providing professional services.

Non-Exclusive Sales

Nothing herein contained shall impair or affect the right of the Network MTM Provider to provide or charge for non-plan (non-MPN) MTM services to any and all of its patients, customers or patrons who are not subscribers, in compliance with applicable law.

Insurance

The Pharmacist represents that it has professional liability insurance coverage with policy limits of no less than \$1,000,000.00 insuring against claims based upon pharmacist's services performed on its premises by any of its agents and/or employees, which such insurance shall remain in full force and effect during the term hereof. Network MTM Provider will provide a certificate of insurance upon the written request of MPN at least once annually.

Indemnification

- 1) MPN shall not be liable to the Pharmacist for any expenses incurred by the pharmacist or pharmacy in connection with the services to be performed pursuant to this Agreement, and the compliance with the terms of this Agreement.
- 2) The Pharmacist hereby agrees to indemnify, defend and hold MPN harmless from and against any and all claims, demands and expenses of any kind and nature, contingent or accrued, including attorneys fees, which may result or arise out of any alleged claim of professional liability or neglect caused or alleged to have been caused by the Pharmacist, pharmacy or any of its agents, employees or representatives in the performance or omission of any act or service relating to this Agreement, or any of the Plans.
- 3) Network MTM Provider agrees to render Medically Necessary Services to all patients in concert with community standards; utilization of the Medication Therapy Management procedures does not absolve Network MTM Provider of liability for failure to provide patients with the community standards of care.

Complaints

The Pharmacist shall direct any and all complaints concerning the Medication Therapy Management procedures to MPN for review and investigation. MPN agrees to provide a response to said complaints within ten (10) days from receipt of the complaint.

Licensing

The Network MTM Provider shall comply with all applicable state and federal laws and regulations relating to the pharmaceutical practice and such license shall be in effect at all times during the term of this Agreement. The Network MTM Provider shall assure that any pharmacy/entity from which the Medication Therapy Management procedures are provided shall comply with all applicable state and federal laws and regulations relating to the pharmaceutical practice and such license shall be in effect at all times during the term of this Agreement. A violation of any such laws and/or regulations shall constitute grounds for immediate termination of this Agreement.

Use of Data and Records by MPN

MPN shall have limited rights with respect to data: MPN and its agents, assigns shall have the right to use, collect, compile, review and disseminate data provided to MPN on a de-identified basis (as defined under the Privacy Rule promulgated under the Health Insurance Portability and Accountability Act of 1996 (as the same may be amended, modified or replaced from time-to-time, "HIPAA")) only for purposes of research, public health or health care operations. MPN shall not use any of data provided by or on behalf of Network MTM Provider in any manner that would violate the requirements of HIPAA or the regulations promulgated hereunder if MPN were a Covered Entity (as defined by HIPAA). The rights and obligations of the parties pursuant to this Section shall survive any termination of this Agreement.

Notices

All notices, exercise of right, requests, demands and other communications provided for in this Agreement shall be in writing, and unless otherwise specifically provided for herein shall be deemed to have been given at the time when mailed at any general or branch of United States Post Office, enclosed in a registered or certified post-paid envelope, return receipt requested, addressed to the address of the parties as set forth at the head of this Agreement or to such changed address as such party may have fixed by notice; provided, however, that any change of address shall be effective only upon its receipt.

Applicable Law

This Agreement has been executed and delivered and shall be construed and enforced in accordance with the laws of the State of New York, including, but not limited to, matters of construction, validity and performance. The parties consent to the jurisdiction of the courts of the State of New York for the determination of any disputes arising hereunder.

Severability

In the event that any one or more of the provisions of this Agreement shall be deemed to be illegal or unenforceable, such illegality or unenforceability shall in no way affect the legality or enforceability of any other provision of this Agreement.

Parties in Interest

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and legal representatives. The Network MTM Provider shall not assign any of its rights under this Agreement without the prior written consent of MPN.

Written Modification

This Agreement supersedes all prior understandings and agreements between the parties and may not be amended orally but only by writing signed by the parties hereto, except that MPN shall have the right to unilaterally modify any term of this Agreement upon thirty (30) days prior written notice to Network MTM Provider.

Fees

(See Addendum A)

Independent Contractor

The parties agree that Network MTM Provider is an independent contractor in the performance of the services under this Agreement and is not an employee of the MPN. Nothing herein shall imply a joint venture or principal and agent relationship between the parties. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other.

Waiver

No waiver of any provision of this Agreement shall be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Force Majeure

Neither party shall be liable to the other for delay or failure in the performance of the obligations on its part contained in this Agreement if and to the extent that such failure or delay is due to natural disaster, acts of God, acts of terrorism, wars, strikes, government actions, power failures, or other circumstances beyond its control which could not have been avoided by the exercise of reasonable diligence. Upon such delay or failure effecting one party, that party shall notify the other party and use all reasonable endeavors to cure or alleviate the cause of such delay or failure with a view to resume performance of its contractual obligations as soon as practicable.

Term

- 1) The term of this Agreement shall commence on the _____ day of _____, 20____, and continue for a period of one (1) year from that date ("Initial Term"). This Agreement shall automatically renew for successive one (1) year terms ("Renewal Term") unless and until either party provides notice of non-renewal at least thirty (30) days prior to the end of the then applicable one (1) year term.
- 2) The Network MTM Provider may terminate this Agreement for a material breach by MPN in the performance of its obligations under this Agreement by giving MPN at least thirty (30) days prior written notice of termination, specifying the nature of the breach, and this Agreement shall terminate on the date specified in the notice unless the default has been cured before that date.
- 3) MPN may terminate this Agreement for material breach by Network MTM Provider in the performance of its obligations under this Agreement by giving the Network MTM Provider at least thirty (30) days prior written notice of termination, specifying the nature of the breach, and this Agreement shall

terminate on the date specified on the notice unless the breach is cured before that date.

- 4) Either party may terminate this Agreement if the other party files for protection under the Federal or State bankruptcy laws, if an involuntary petition or bankruptcy is filed against the other party and is not discharged in thirty (30) calendar days, or if a receiver, trustee or marshal of the party's assets is appointed, by given written notice of termination. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice of termination to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of _____, 20_____.

Medication Pathfinder Network, LLC.
701 Seneca Street, Suite 310
Buffalo, NY 14210
(716) 541-0273

James Notaro, President

Network MTM Provider Name: _____
Address: _____
City/State/Zip: _____
Phone: _____

Authorized Signature: _____

Print Name & Title: _____