

**Software License and Support Agreement
for Washington State Health Care Authority
Medication Therapy Management (MTM) Program**

This Software License and Support Agreement (“Agreement”) is made and entered into as of _____, 20____, (Effective Date”) by and between CLINICAL SUPPORT SOFTWARE, LLC, a Delaware limited liability company located at 701 Seneca Street, Suite 310, Buffalo, NY 14210 (“CSS”), and _____, a [Pharmacist / Pharmacy / Corporation] (*circle one*) duly licensed under the laws of the state of _____ with a business address of _____ (“Licensee”).

WHEREAS, CSS has developed and owns certain web-based software known as MTMPath™ (“Software”) for consulting and ambulatory pharmacists that can be used, among other things, either by long term care consultants to conduct monthly medication assessments or by ambulatory pharmacists to conduct Medication Therapy Management (“MTM”) reviews (as such software is further described in Schedule A, the “Software”); and

WHEREAS, Licensee desires to license the Software on a non-exclusive basis and to engage CSS to provide certain support services related to the Software.

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

1. SOFTWARE DELIVERY

Within fourteen (14) days of the later of the Effective Date or the date on which Licensee has provided and CSS has approved all documentation required by this Section, CSS shall make such Software available for access by Licensee as further provided below. Licensee represents and warrants to CSS that Licensee is (1) either a pharmacist, duly licensed and in good standing under the laws in the U.S. state where they are employed; or (2) a corporate who employs pharmacists who are duly licensed and in good standing under the laws in the U.S. state where they are employed. The rights of Licensee under this Agreement shall not become effective unless and until such time as Licensee has delivered all documentation requested by CSS to evidence the credentials of Licensee (see Exhibit A) and CSS has approved such documentation (which approval may be via email).

2. DATA INPUT AND RIGHTS

2.1 *Input:* CSS, under contract with the Washington State Health Care Authority (HCA), will input claims data from HCA’s Public Employees Health Plans (PEHPs) in the Software. CSS will assign each Eligible Enrollee (EE) to a single Licensee and provide the Licensee with the EE’s demographic information (name, address, phone number) and claims data. Licensee shall be solely responsible for input of any additional EE data it wishes to input using the Software (“Licensee Data”). In addition, Licensee will be permitted to use the Software to input clinical data from any patient, involved with any payer, as long as the Licensee is a member of the HCA MTM initiative.

2.2 *Ownership of Data:* Apart the HCA data, CSS shall have no ownership of the data provided to CSS by or on behalf of Licensee. Notwithstanding the foregoing, CSS shall have the rights hereinafter set forth in Sections 2.3.

2.3 *Use of Data by CSS:*

2.3.1 CSS shall have the right to use, collect, compile, review and disseminate data provided to CSS by or on behalf of Licensee 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. CSS shall not use any of data provided by or on behalf of Licensee in any manner that would violate the requirements of HIPAA or the regulations promulgated thereunder if CSS were a Covered Entity (as defined by HIPAA). The rights and obligations of the parties pursuant to this Section 2.3.1 shall survive any termination of this Agreement.

2.4 *Licensee's Responsibility:* Licensee shall be solely responsible for any mistakes or errors in the data input by Licensee.

3. SOFTWARE SUPPORT AND TRAINING SERVICES

3.1 *Support Services:* CSS shall provide the following support and assistance to Licensee via telephone or email ("Support"): error analysis, bug fixes, patches, repairs and workarounds relating to technical issues in which the Software fails to operate in accordance with the specifications contained in Schedule A (a "Warranty Consult"). Whether in any specific situation the support and assistance provided or to be provided by CSS shall be considered a Curbside Consult or a Full Consult is to be determined by CSS in its sole discretion.

3.2 *Hours:* Support shall be furnished by telephone or email between 9 a.m. and 8 p.m., E.S.T., Monday through Friday, excluding holidays.

3.3 *Response Time—Warranty Consults relating to Non-Emergency Failures or Malfunctions:* CSS shall use commercially reasonable efforts to respond within twenty-four (24) hours of each request and, as applicable, to begin any necessary services or provide responses within three (3) business days of the request for Warranty Consults with respect to a failure or malfunction Licensee describes as "non-emergency".

3.4 *Response Time—Emergency Failures or Malfunctions:* If Licensee requests Support with respect to an "emergency failure or malfunction", CSS shall use commercially reasonable efforts to respond within four (4) hours of the request and begin services within twenty-four (24) hours of the request. CSS shall thereafter use commercially reasonable efforts to provide reasonably continuous service until the emergency failure or malfunction is corrected. "Emergency failure or malfunction" means the loss of Software function that is vital to the Licensee's operation of the Software or that is vital to the protection of the privacy of data provided to CSS by or on behalf of the Licensee.

3.5 *Training:* CSS will make web-based training programs available to Licensee to assist Licensee to make more effective use the Software. CSS training will be made available within twenty-one (21) days of enrollment.

4. LICENSE

4.1 *Grant of Rights:* For the Term (as hereinafter defined in Section 7.1) of this Agreement, CSS grants to the Licensee a limited, non-exclusive and non-transferable license to access and use the Software, via the internet and in object code form only.

4.2 *Scope of Use:* The Software will reside on CSS's server (the "Installation Site") and Licensee shall be permitted to access and use the Software via the Internet. The Software may be used solely by Licensee and licensed pharmacists who: (i) are associated with Licensee and providing services at the location set forth in the first paragraph of this Agreement; and (ii) have registered as an associate user ("Associate User") with CSS in accordance with this Agreement, Notwithstanding any other provision of this Agreement, no person other than the Licensee and any Associate User may use the Software without the prior written consent of CSS. Use of the Software is limited to object code form at the Installation Site.

4.3 *Proprietary Rights:* Other than the data provided by the Licensee or any patient, CSS shall remain the sole and exclusive proprietor of all materials and data, including but not limited to any computer software (in object code and source code form), script, programming code, fields, information and HTML script, developed or provided by CSS under this Agreement, including without limitation the Software, and any trade secrets, know-how, methodologies and processes related to CSS's products or services, including without limitation all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto ("CSS Materials"). To the extent, if any, that ownership of the CSS Materials does not automatically vest in CSS by virtue of this Agreement or otherwise, Licensee hereby transfers and assigns to CSS all rights, title and interest which Licensee may have in and to the CSS Materials. Licensee acknowledges and agrees that CSS is in the business of developing software and web-based applications and/or web-related software, and that CSS shall have the right to provide to third parties services which are the same or similar to the services provided under this Agreement, and to use or otherwise exploit any CSS Materials in providing such other services.

4.4 *Notice Rights:* Unless otherwise agreed to in writing by the parties, CSS shall have the right to place proprietary notices of CSS, including hypertext links related thereto, on the CSS Materials, including without limitation CSS attribution and hypertext links, and to change or update such notices from time to time upon notice to Licensee. In no event may Licensee remove or alter any CSS proprietary notices for any CSS Materials without prior written consent.

4.5 *No Reverse Engineering; No Right to Sublicense:* No identifying marks, legends, logos, copyright or proprietary notices may be deleted from the Software by Licensee. Licensee shall not copy, download, translate, de-compile, or create by reverse engineering or otherwise, the source code from the object code accessed to under this Agreement, or adapt the Software in any way or use it to create a derivative work. Nor shall Licensee reverse assemble, reverse compile or otherwise translate the Software. Licensee may not sublicense the Software.

4.6 *Reservation of Rights:* CSS reserves for itself all rights in and to the CSS Materials not expressly granted to Licensee. In no event shall Licensee use any trademarks or service marks of CSS without CSS's prior written consent. Licensee acknowledges that the names and marks of CSS are the exclusive property of CSS and Licensee has not acquired and will not acquire any proprietary rights thereto by reason of this Agreement. Notwithstanding anything to the contrary, should this Agreement expire or Licensee materially breach this Agreement, Licensee shall no longer have the right to continue to use CSS Materials, including without limitation the software code, on any server or system.

4.7 *Source Code:* Licensee shall not be entitled to receive, review, use, have or have access to the source code for the Software, whether during the term of or upon expiration or termination of this Agreement.

5. APPLICATION SERVICES

5.1 *Back-Up:* CSS will back-up the Software and related Licensee Data at least once per week and will store such back-up materials at a remote facility.

5.2 *Printing or Downloading of Licensee Data:* CSS shall enable Licensee to print PDF copies or download data extracts of the Licensee Data and CSS will provide reasonable assistance in such printing or downloading of Licensee Data at the request of Licensee. Upon request of Licensee, CSS will make reasonable efforts to supply Licensee Data in machine readable format, such as csv file format.

5.3 *Accessibility:* The Software shall be accessible via the Internet to Licensee twenty-four (24) hours a day, seven (7) days a week, 365 days a year, except for scheduled maintenance and required repairs, and except for any loss or interruption due to causes beyond the control of

CSS or which are not reasonably foreseeable, including but not limited to interruption or failure of telecommunication or digital transmission links, hacking and Internet slow-downs or failures. Notwithstanding the foregoing, the Software shall be accessible by Licensee at least ninety-eight percent (98%) of the time ("Minimum Uptime"). In the event of any loss or interruption of the Software beyond the Minimum Uptime which is due to (i) causes other than scheduled maintenance and required repairs, or (ii) causes beyond the control of CSS, or (iii) causes which are not reasonably foreseeable by CSS, including but not limited to interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, which loss or interruption exceeds a continual period of twelve (12) hours, Licensee shall receive as its sole remedy a credit against future monthly fees equal to a pro-rata portion of the monthly fees for such access for the period of downtime, measured in one-half days.

5.4 Patient Access to CSS Database. Prior to the time that Licensee enrolls a patient to store any of such patient's information or data on the CSS Website, Licensee shall provide to such patient a true, correct and complete copy of the current version of CSS's website terms and conditions and privacy policy, as the same may be modified, amended or replaced by CSS from time-to-time. The current version of CSS's website terms and conditions and privacy policy is attached hereto as Exhibit B. Upon receipt from Licensee of all information with respect to such patient as may be required by CSS, CSS will provide to such patient a password which will enable such patient to view his/her medical records stored on the CSS database. Such patient information will be password protected. CSS shall provide to Licensee from time-to-time a list of all information it requires with respect to each patient before CSS will issue a password to such patient to access the CSS database. In the future, CSS may, in its discretion, add to the CSS Website the ability of a patient to input certain medical information to such patient's online medical record. If this feature is made available, CSS may, in its sole discretion, (i) require that a patient agree to additional or different terms and conditions and privacy provisions relating to CSS Website usage; and/or (ii) modify or amend (i.e., add or delete) the types of information which a patient will be able to input; and/or later delete such feature altogether.

5.5 Licensee Duties: Licensee shall be solely responsible for ensuring that its computer systems are not used to gain unauthorized access to the Software and/or the Installation Site. Licensee is responsible for establishing and maintaining appropriate security devices to prevent such unauthorized access. Each user of a password and account ID issued to Licensee or any Associate User will be deemed to be authorized to access and use the Installation Site and Software and CSS has no obligation to investigate the authorization or source of any such access or use. Licensee shall only provide passwords to Associate Users who are authorized to access and use the Software and not to any unauthorized third parties. Licensee shall be solely responsible for all access to and use of the Software and Installation Site by anyone using any password and account ID issued to Licensee or any Associate User whether or not such access to and use of the Software is, in fact, authorized, including without limitation all communications, transmissions, transactions and obligations that may result from such access or use. Licensee shall also only provide information regarding the access of CSS's database to patients whose medical records are stored on the CSS database and not to any unauthorized third parties. Licensee is solely responsible for monitoring the use and protecting the security and confidentiality of passwords and account IDs issued to Licensee and any Associate Users. Licensee shall be responsible for any and all damages, including without limitation, attorneys' fees and expenses, that CSS incurs as the result of Licensee's failure to comply with the provisions of this section.

5.6 Required Patient Forms: In using the Software, prior to the input of any protected health information regarding a particular patient, Licensee shall obtain a HIPAA-compliant authorization, in such form as is provided from time-to-time to Licensee by CSS, which informs the patient of the use or uses of such patient's protected health information and which contains an appropriate consent allowing such use or uses. Licensee shall also obtain any other patient consents, agreements or waivers as CSS may in its discretion request from time-to-time. CSS shall also

provide each patient with the information required by Section 5.4 hereof prior to enrollment of any patient for medical records storage on the CSS Website.

6. TERM AND TERMINATION

6.1 *Term*: This Agreement shall commence on the Effective Date and shall continue for one (1) year from the Effective Date (the "Initial Term"). The Initial Term shall automatically renew for successive additional one (1) year terms (each, a "Renewal Term", and together with the Initial Term, the "Term") unless and until either party provides notice of non-renewal at least thirty (30) days prior to the then end of the then applicable one (1) year Term.

6.2 *Termination by Licensee*: The Licensee may terminate this Agreement for a material breach by CSS in the performance of its obligations under this Agreement by giving CSS 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.

6.3 *Termination by CSS*: CSS may terminate this Agreement for material breach by Licensee in the performance of its obligations under this Agreement by giving the Licensee 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.

6.4 *Bankruptcy*: 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.

7. WARRANTY, INDEMNITY AND LIMITATIONS

7.1 CSS warrants to Licensee that for a period of sixty (60) days from acceptance as provided in Section 1.2, the Software will be free of substantial defects in workmanship and material. CSS's obligation and Licensee's sole and exclusive remedy for any breach of the foregoing warranty shall be a repair or correction of the defect.

7.2 CSS represents and warrants that, to its actual knowledge, the Software does not infringe any third-party rights.

7.3 CSS represents and warrants that it has the right to grant the license set forth in Section

7.4 OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, ALL INFORMATION INCLUDED THEREIN AND ALL REPORTS CREATED THEREBY) AND THE CSS WEBSITE ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. WITHOUT LIMITATION OF THE FOREGOING, CSS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSEE AGREES THAT CSS IS NOT RESPONSIBLE OR LIABLE TO LICENSEE, ITS PATIENTS OR ANYONE ELSE REGARDING THE UTILIZATION OF THE SOFTWARE (AND THE INFORMATION INCLUDED THEREIN AND REPORTS CREATED THEREBY), THE UTILIZATION OF THE CSS WEBSITE BY LICENSEE OR ANY PATIENT, OR FOR ANY THREATENING, NEGLIGENT, TORTIOUS, HARASSING OR ILLEGAL CONDUCT BY LICENSEE, OR ANY OTHER PARTY USING LICENSEE'S ACCESS CODE OR EQUIPMENT, ARISING OUT OF OR IN ANYWAY

CONNECTED WITH THE USE OR PERFORMANCE OF THE SOFTWARE, THE INSTALLATION SITE, OR THE ACCURACY OF ANY OF THE SOFTWARE DATA.

7.5 *USE OF SOFTWARE.* THE SOFTWARE IS PROVIDED AS AN EDUCATIONAL TOOL TO ASSIST LICENSEE AND LICENSEE'S PATIENTS TO UNDERSTAND MORE ABOUT THE MEDICATION REGIMEN AS WELL AS TO SERVE AS AN AID IN COMMUNICATING WITH AND MAKING RECOMMENDATIONS TO LICENSEE'S PATIENTS AND/OR PHYSICIANS. THE INFORMATION AND REPORTS THAT CAN BE PROVIDED USING THE SOFTWARE AND THE INFORMATION CONTAINED ON THE CSS WEBSITE ARE NOT INTENDED TO BE IN SUBSTITUTION OF LICENSEE'S PROFESSIONAL MEDICAL OR PHARMACEUTICAL ADVICE, ANALYSIS, TREATMENT OR JUDGMENT. LICENSEE IS SOLELY RESPONSIBLE FOR ALL INFORMATION, REPORTS, RECOMMENDATIONS AND PROFESSIONAL ADVICE GIVEN TO PATIENTS AND TO PATIENTS' PHYSICIANS. CSS DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PHARMACISTS, PRODUCTS, DRUGS, MEDICATIONS, PROCEDURES, OPINIONS OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE CSS SITE.

7.6 *Indemnity.* Licensee agrees to indemnify, defend, and hold harmless CSS, its directors, officers, employees and agents, and defend any action brought against any of them, with respect to any claim, demand, cause of action, debt or liability, including without limitation reasonable attorney fees, to the extent that such action is based upon or arises from Licensee's use of the Software.

7.7 *Limitation of Liability:* CSS SHALL HAVE NO LIABILITY WITH RESPECT TO CSS'S OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF CSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF CSS TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO CSS BY LICENSEE UNDER THIS AGREEMENT. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, INFRINGEMENT, DILUTION AND OTHER TORTS.

8. CONFIDENTIALITY

8.1 The Software and related documentation are commercially valuable, proprietary rights of CSS, the design and development of which reflect effort and the investment of considerable time and money by CSS. For purposes of this Agreement, "Proprietary Information" with respect to CSS shall mean the Software and any documentation, updates, modifications and improvements and information relating to the Software that has not previously been publicly released by duly authorized representatives of CSS, and all other business information of CSS furnished or made available by CSS to Licensee, including without limitation, all code, methods, processes, theories, inventions, discoveries, calculations, data, financial information, records, documents, reports, other software, business plans, policies or practices, updates, modifications and improvements and new releases of the Software and related documentation, whether disclosed orally, in writing, by observation of inspection or any other method, and any printout, compilation, data, records, objects, other software or documents prepared by Licensee which contain or reflect such information, and which have not previously been publicly released by duly authorized representatives of CSS; and shall mean with respect to Licensee all confidential information furnished to or made available to CSS by Licensee, including without limitation all data, financial information, records, documents, reports, other software, business plans, policies or practices, whether disclosed orally, in writing, by observation or inspection or by any other method, and any printout, compilation, data, records, objects, other software or documents prepared by CSS which contain or reflect such information, and that has not previously been publicly released by duly authorized representatives of Licensee. Patient data entered on the CSS Website shall be

subject to the terms and conditions and the privacy policy of CSS, as the same may be amended, modified or replaced from time-to-time, and shall also be subject to the provisions of Sections 2.2 and 2.3 of this Agreement.

8.2 Licensee and CSS each agree to regard and preserve as confidential all of the other's Proprietary Information. CSS and Licensee shall each exercise a commercially reasonable degree of care to safeguard the other's Proprietary Information from access or disclosure, including without limitation restricting access to the others Proprietary Information to only essential employees and maintaining all documents, data, and records containing Proprietary Information in a secure location and ensuring that each person to whom disclosure is made is aware in advance of the terms of this Agreement and using its reasonable efforts to cause such person to adhere to such terms as if such person were a party to this Agreement. CSS and Licensee agree to notify the other party as soon as possible when knowledge of such a breach in confidentiality of the other party's Proprietary Information is discovered.

8.3 Licensee and CSS each will not, without written authority from the other party to do so, use for its benefit or purposes, nor disclose to any third party (other than CSS's or agents) who are subject to confidentiality obligations, either during the term of this Agreement or thereafter, any of the other's Proprietary Information

8.4 In the event CSS or Licensee is required by law to disclose the other's Proprietary Information, the so obligated party shall give the other reasonable prior written notice of such required disclosure and shall permit the other to seek a protective order or to take appropriate actions to contest the disclosure and shall cooperate with the other in seeking a protective order or any other efforts to maintain the confidentiality of the Proprietary Information.

8.5 The restrictions set forth in this Section shall not apply to any part of the Proprietary Information which the receiving party can demonstrate: (i) was at the time of its disclosure, or thereafter becomes, generally available to the public other than as a result of a disclosure by the recipient, its officers, employees, agents, representatives or advisers through no fault of the receiving party; or (ii) was at the time of the disclosure already in the recipient's possession on a lawful basis as evidenced by written records; or (iii) is lawfully acquired by the recipient through a third party under no obligation of confidence to the disclosing party.

8.6 Licensee acknowledges that data accessed through the internet is inherently subject to hacking or other unauthorized access, even when using commercially reasonable care to protect it. CSS shall not be liable to Licensee under any theory due to any unauthorized access of Licensee's data through the internet and Licensee shall defend and hold CSS harmless from any liability or damages resulting from such unauthorized access.

9. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflict of law principles thereof.

10. INDEPENDENT CONTRACTOR

The parties agree that CSS is an independent contractor in the performance of the services under this Agreement and is not an employee of the Licensee. 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.

11. ASSIGNMENT

This Agreement shall not be assigned to any third party. Notwithstanding the foregoing, CSS may assign this Agreement to an entity that acquires substantially all of the ownership interest of or substantially all of the assets of CSS.

12. WAIVERS

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.

13. 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.

14. GENERAL

This Agreement sets forth the entire agreement of the parties, supersedes all prior agreements between the parties with respect to the subject matter hereof, will not be binding on either party until fully executed by both parties, and may not be altered except in a document signed by the party to be bound thereby. No contrary or inconsistent terms, conditions, restrictions, or other provisions in delivery memos, invoices, letters, or other documents will be binding on parties unless expressly agreed to in writing by parties.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed and entered into this Agreement as of the Effective Date.

CLINICAL SUPPORT SOFTWARE, LLC.

By: _____

James Notaro, RPh, PhD,
President

LICENSEE:

Licensee Signature

Licensee Name (Please Print)

BFLO Doc. # 15550561.1

SCHEDULE A

Software Specifications

A web-based software application (called MTM PATH™) that is used to facilitate the provision of pharmacy consulting and medication therapy management services. The software guides the pharmacist through the process of collecting patient data, organizing patient data, creating drug therapy optimization recommendations and creating patient and group level reports.

The Software includes the following modules

DataPath – Clinical Data Collection and Organization Module - Allows pharmacists to collect clinical information (i.e. labs, progress notes, etc.) from patient charts and organize the profile using the MTMPath Patient Registry. CSS can automatically load and update patient demographic, and prescription fill or claims data to ensure that complete information is ready and waiting for patient MTM reviews.

InterviewPath – Patient Assessment Module - This onsite, information-gathering module guides the pharmacists through the process of collecting patient data that will augment the clinical/claims data that has been compiled. MTMPath provides structured, easy-to-use patient assessment tools that allow pharmacists to complete patient assessments efficiently, effectively and consistently. Pharmacists can complete their own patient assessments, using standardized assessments (geriatric depression, minimal state, etc.). InterviewPath reduces pharmacist time required for patient assessment, reduces program costs and improves program ROI.

RxCarePath - Recommendation Creation Module(s) – RxCarePaths are therapy-specific guides (e.g. diabetes, asthma, etc.) embedded in MTMPath that “walk” pharmacists quickly through complex drug regimen assessment procedures. Each RxCarePath module identifies the targeted therapy in the profile, provides a series of patient-centered questions for pharmacists to complete, and suggests standardized recommendations. Each RxCarePath assures a high degree of inter-rater reliability among the pharmacists conducting MTM; a standard regime of patient assessment and clinical data collection; and focused reporting with regard to MTM processes and outcome measures. Pharmacists using RxCarePaths can quickly produce high-value recommendations, improving program impact and ROI.

The assessment modules include: smoking cessation; a mini-mental state exam; asthma severity score; angina; rhinitis assessment; bone density assessment; and cardiovascular risk assessment.

ReportPath – Physician/Patient Report-Generating Module - Allows pharmacists to create patient and provider-specific letters, chart abstract forms, and other documents for purposes of assisting patients take the next steps toward optimizing their medication regimen. The ReportPath function produces a full MTM report with patient history and individual therapy recommendations -- all at the push of a button -- eliminating the time required for a pharmacist to produce recommendations. Letters can be easily created to inform the patient of the pharmacist's findings, and to support the pharmacist in coordinating patient-approved recommendations that have been approved by the patient. The MTMPath report meets American Society of Consulting Pharmacies' MTM reporting standards, giving a nationally-recognized benchmark for all MTM services utilizing the program.

Work Queue – Reminder Module - Allows the pharmacist to designate an appropriate follow-up date for tracking patients and their associated recommendations. On the date a patient is designated for review, they appear in the pharmacist's Work Queue. Recommendations remain in the Work Queue until they are addressed by the pharmacists, so that no patient is lost to follow-up. Using the Work Queue, pharmacists are notified of the need to assess, re-assess or follow-up with the care of a patient.

BillingPath – Patient and Insurance Billing Module - Produces HCFA 1500 bills using American Medical Association MTM procedures' codes for patient and insurance purposes. CSS also has the ability to act as a third-party administrator for clients, collecting pharmacists' bills for MTM services; aggregating bills for the payor client; reimbursing pharmacists for MTM activity; and providing summary reporting to the client.

PMRSmart™ - Personal Medical Record-on-Demand Program - Allows patients to access their personal medical record from any computer with an internet connection, including medical offices, pharmacies, emergency rooms, hospitals and patient homes. The PMRSmart record includes the clinical, pharmaceutical and physician assessment information gathered during the pharmacist's MTM review. In addition, patients can use the PMRSmart website to track home-based vitals (i.e. blood pressure, blood glucose and weight). All vitals entered by the patient are included in the patient record, but easily distinguished from those entered by a health care professional. It is fully secure and compliant with HIPAA (Health Insurance Portability and Accountability Act) regulations.

EXHIBIT A

**Documentation Needed from Licensee
to Support Installation of MTMPath Users
for HCA MTM Program**

I, _____, certify that the following individuals should be included as users to under this Software License and Support Agreement.

LICENSEE:

Licensee Signature

Licensee Name (Please Print)

Licensee Title (Please Print)

Pharmacist Name	Pharmacist E-Mail	Address	Pharmacist NPI Number	Pharmacist License Number	Support Staff Name (if applicable)	Support Staff E-Mail

Attach additional pages, if necessary

EXHIBIT B

(Applies only when pharmacist users permit patient viewing of his/her own MTM Pathfinder record through PMRSmart.com – personal medical record technology)

WEBSITE TERMS AND CONDITIONS/PRIVACY POLICY

CLINICAL SUPPORT SOFTWARE, LLC

Website Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

By using this site, you signify your assent to these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this site!

Clinical Support Software, LLC (“CSS”) may revise and update these Terms and Conditions at any time. Your continued usage of the CSS website (“CSS Site,” or the “Site,”) will mean that you accept those changes. Please see our [Privacy Policy](#) regarding under what circumstances you will be notified of changes to our Privacy Policy.

INDEX

THE SITE DOES NOT PROVIDE MEDICAL ADVICE

PRIVACY POLICY

CHILDREN’S PRIVACY

USE OF CONTENT

LIABILITY OF CSS AND ITS LICENSORS

PASSWORDS

ADVERTISEMENTS, SEARCHES AND LINKS TO OTHER SITES

INDEMNITY

GENERAL

JURISDICTION

NOTICE AND TAKE DOWN PROCEDURES; COPYRIGHT AGENT

COMPLETE AGREEMENT

THE SITE DOES NOT PROVIDE MEDICAL ADVICE.

The contents of the CSS Site, such as text, graphics, images, information obtained from CSS’s licensors, and other material contained on the CSS Site (“Content”) are for informational purposes only. The Content is not intended to be a substitute for professional medical or pharmaceutical advice, diagnosis, or treatment. Always seek the advice of your physician, pharmacist or other qualified health provider with any questions you may have regarding a medical condition or a prescription drug. Never disregard

professional medical or pharmaceutical advice or delay in seeking it because of something you have read on the CSS Site!

If you think you may have a medical emergency, call your doctor or 911 immediately. CSS does not recommend or endorse any specific tests, physicians, pharmacists, products, drugs, medications, procedures, opinions, or other information that may be mentioned on the Site. Reliance on any information provided by CSS, CSS employees, others appearing on the Site at the invitation of CSS, or other visitors to the Site is solely at your own risk.

PRIVACY

Any personal information that you submit to CSS is governed by our [Privacy Policy](#) (click on this link to be directed to our Privacy Policy). To the extent there is an inconsistency between this Agreement and our Privacy Policy, this Agreement shall govern.

CHILDREN'S PRIVACY.

We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 13. We do not collect personally identifiable information from any person we actually know is a child under the age of 13 without the consent of a parent or guardian.

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BFLO Doc. # 1561962.1