Network Participation Agreement

This AGREEMENT is made and entered into as of ____________, 201__ by and between _______________________________ (Pharmacy), NABP # ___________ and Texas Pharmacy Association (Network Administrator).

As providers in the Network, pharmacists will provide Medication Therapy Management (MTM) services to a selected group of patients. MTM services are focused on improving medication therapy outcomes through use of patient specific medication therapy plans and pharmacist to patient education and coaching activities. Patients voluntarily enroll and request these services.

The Network contact is: Kim Roberson, R.Ph. Mr. Roberson can be reached at: (512) 615-9142, (800) 505-5463 x-142 or kroberson@texaspharmacy.org.

1. Network Pharmacist Provider Qualifications

To qualify as a Network pharmacist provider a pharmacist must:

- Complete and submit this Network Participation Agreement -- AND --
- Have a valid Texas pharmacist license in good standing

2. Responsibilities of Network Pharmacist Providers

The Network shall conduct an orientation session for all network pharmacist providers to introduce the MTM program, the process of care, the curriculum and the methods for reporting the outcome data and other policies and procedures. All Network pharmacist providers shall conduct themselves in a manner consistent with the highest professional standards and organize a process of care of each participant patient assigned.

Network Pharmacist Providers are required to:

- Have sufficient time to meet with patients who are assigned to their pharmacy practice.
- Provide quality pharmaceutical care, including, but not limited to, a private or semi-private consultation area, appropriately trained support staff and sufficient time to meet with patients receiving these services.
- Contact patients to set up an appointment for the patient’s initial visit
- Arrange for the initial patient visit to take place no later than 3 weeks after the patient’s enrollment. At or following the initial visit, the pharmacist will compile a complete medication history, including all prescription and non-prescription medications, herbal and nutritional supplements, perform a Comprehensive Medication Review (CMR), provide the patient a Complete Medication Record
(CMR), identify medication therapy issues and develop a Medication Action Plan (MAP) and provide patient education and coaching. Adherence and basic lifestyle topics are specifically addressed on ALL Medication Action Plans.

- After the initial visit, meet with each patient to provide the education, self-management training and reinforcement that the patient needs. A suggested care process will be provided. The pharmacist will assist to schedule appropriate tests, monitor patient's progress towards obtaining agreed upon target clinical measures, and refer patient to his or her physician when indicated to resolve a problem and/or a change in therapy.

- Provide written and/or verbal progress reports to the patient's physician periodically and refer participants to their physician when appropriate. The network pharmacist provider shall consult with the Participant's physician or other health care professional as needed, regarding the Participant’s treatment plan.

- Maintain patient confidentiality at all times. The exchange of information between specified parties must be agreed to in writing by the patient and will follow requirements pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and HITECH Act.

- Have Internet connectivity to obtain Program tools and report data.
  - Promptly notify the Coordinator when specific program administration problems arise with a patient or his physician, or to discuss a patient’s re-assignment to another network pharmacist.

- Maintain, or have employer maintained professional liability insurance in the amount of $1 million for each occurrence, and $3 million in the aggregate. Proof of professional liability insurance will be provided upon request.

- Have a dispensing quality assurance system in place. This system will assure proper error management, documentation and reporting procedures.

- Participate in orientation or update meetings as required (either in person or via conference calls)

3. Participant Consent.

Each Network Pharmacist Provider shall verify that each Participant has completed a written consent to participate in Program and to obtain medical information from the Participant’s physician. The Participant will acknowledge (i) the role of the Participant, including all benefits, risks, inconveniences and discomforts, (ii) the right to confidentiality, (iii) the fact that participation in the Program is not a condition for other available benefit (if any) (iv) the right to withdraw from the Program at any time. If a
Participant should elect to withdraw from the Program, the Pharmacist shall notify the patient that any other benefit (if any) that is a part of this Program will be reinstated.

4. Database Management

A documentation system is provided by the Program and is required to track patient education and outcomes information. If not already a recognized Outcomes Personal Pharmacist, pharmacists must enroll and complete training for the OutcomesMTM® system. Data must be kept current for all Participants by the Pharmacist Network Provider. Minimum dataset requirements are defined in the Program tools.

5. Economic Benefit for Network Pharmacist Provider

The Program provides for compensation to network pharmacy providers for the required services provided for assigned patients. The preparation and timely filing of claims for services rendered by the pharmacist will be discussed in detail at the orientation meeting.

The Schedule of Payments (Exhibit A) that participating pharmacists will receive when properly documented claims are submitted using a process agreed upon by the pharmacy and the Pharmacist Provider Network:

Periodic audits will be conducted to ensure that visits billed match documented visits.

The undersigned represent that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their names and all of Pharmacist’s pharmacy locations and individual pharmacists.

John Smith
Pharmacist / Pharmacy
Texas Pharmacy Association

By ___________________________ By: ___________________________
(printed name) (printed name)

Signature: ______________________ Signature: ______________________

Title: ______________________ Title: ______________________

Date: ______________________ Date: ______________________

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Notices:

Notices in connection with this agreement should be directed to:

If to the Rxpert Network Administrator, Texas Pharmacy Association:

Texas Pharmacy Association
6207 Bee Cave Rd. Suite 120
Austin, TX 78746

If to the pharmacist,

(Printed Pharmacy Name) (Pharmacy NABP Nbr)

(Printed Pharmacy Address Line 1)

(Printed Pharmacy Address Line 2)

(Printed Pharmacy City/State/Zip Code)

Atten: (Pharmacist Printed Name)

Pharmacists that will be providing MTM services at this location:

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>OutcomesMTM™ trained? (y/n)</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
**Exhibit A: Pharmacist Fee Schedule**

The following chart details the amounts at each point in the care process.

<table>
<thead>
<tr>
<th>Care Process Claim Point</th>
<th>Claim Amount</th>
<th>Estimated Claims</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Visit (CMR)</td>
<td>$75</td>
<td>1</td>
<td>$75</td>
</tr>
<tr>
<td>Patient Education, Training, Smoking Cessation Referral</td>
<td>$10</td>
<td>1</td>
<td>$10</td>
</tr>
<tr>
<td>Drug Therapy Problem Resolution – Prescriber contact</td>
<td>$20</td>
<td>3</td>
<td>$60</td>
</tr>
<tr>
<td>2 week Drug Therapy Problem Resolution. New Drug Therapy Patient Education</td>
<td>$10</td>
<td>1</td>
<td>$10</td>
</tr>
<tr>
<td>4 week continued Follow-ups (Note 2)</td>
<td>$10</td>
<td>5</td>
<td>$50</td>
</tr>
<tr>
<td>Final Patient Assessment (Note 2)</td>
<td>$75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completed Patient Satisfaction Survey returned</td>
<td>$30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total per patient (estimated) $310**

The chart above is an estimate of compensation per patient. Actual compensation will vary, depending on the number of drug therapy problems identified, the number of drug therapy problems resolved and the number of follow-up contacts made. Actual amounts will be different for each patient.

**Notes:**

1) Payment for Patient Education is limited to new or changed therapies ONLY. No payment is provided for patient education for current therapies.

2) Payments for continued follow-up and monitoring and Final Assessment will be issued separately by check from Texas Pharmacy Association upon completion of the Pilot (approximately August, 2014). TPA will pay other payments listed through the existing Outcomes MTM® payment processes/system.