

ANCILLARY SERVICES AGREEMENT

This Ancillary Services Agreement is made and entered into as of the first (1st) day of January, 2015 ("Effective Date"), by and between Vought Health Plan of California, a California Corporation ("Vought Health"), and Villa Home Care Pharmacy, the "Ancillary Provider," as the name is noted on the signature page of this Ancillary Agreement ("Agreement").

RECITALS

A. Vought Health is a California Corporation licensed by the Director of the California Department of Managed Health Care to operate a health care service plan pursuant to the *Knox-Keene Health Care Service Plan Act of 1975*, as amended, and the Rules promulgated by the Director of the California Department of Managed Health Care (California Health & Safety Code, Sections 1340 to 1399.64 and Title 28, California Code of Regulations, Sections 1300.43 to 1300.99, collectively, the "*Knox-Keene Act*"), including without limitation to issue benefit plans covering the provision of health care services and to enter into an agreement with Ancillary Provider.

B. Vought Health has a contract with the Centers of Medicare and Medicaid Services of the United States Government to provide benefits to eligible persons through its Medicare Advantage Program. Vought Health also intends to offer Group Commercial Contracts to California employers, unions and association ("Groups").

C. Ancillary Provider is a health care provider/facility that is duly licensed to provide or offer health care services, supplies or devices in California.

D. Vought Health desires to engage Ancillary Provider to provide health care services and Ancillary desires to provide such services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein stated, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. DEFINITIONS

- 1.1 "**Agreement**" means this Ancillary Agreement between Vought Health and Ancillary Provider, and any amendments, exhibits, and attachments hereto.
- 1.2 "**Vought Health Plan Product Line**" means any one of the various health benefit plans offered by Central Health.
- 1.3 "**Clean Claim**" means a claim that has no defect, impropriety, lack of any required substantiating documentation, including substantiating documentation needed to meet the requirements for encounter data, or particular circumstance requiring special treatment that prevents timely payment; and a claim that otherwise confirms to the clean claim requirements for equivalent claims under Medicare, or other health programs.
- 1.4 "**CMS**" means the Centers for Medicare and Medicaid Services, which is the agency of the federal government responsible for the administration of the Medicare Program.
- 1.5 "**Coordination of Benefits**" or "**COB**" means the order of financial responsibility that applies when two or more entities provide coverage of services for an individual.

EXHIBIT A
ANCILLARY PROVIDER SERVICES -

In Accordance with Section 2.1, Covered Services include all services provided by Ancillary Provider as specified below.

Injectables and Infusion Therapy

EXHIBIT B

PRODUCTS/PROGRAMS

Both parties understand that and hereby agree to participate in the following applicable programs:

Medicare: includes, but is not limited to, the federal government sponsored health care program such as Medicare Part A, Medicare Part B, or the Medicare Advantage program.

Group Commercial Contract: includes, but is not limited to, Vought Health coverage of employer groups, unions or associations in Vought Health's Service Area.

Other Products: Ancillary Provider agrees that Vought Health may from time to time add additional products which Ancillary Provider agrees to participate in as a contracted Ancillary Provider. Ancillary Provider also understands that Vought Health may from time to time participate in additional government sponsored programs/products, and Ancillary Provider agrees to participate in these programs/products.

EXHIBIT C COMPENSATION

- I. Ancillary Provider agrees that it shall accept the rates listed in the compensation contained in this Exhibit are all inclusive in accordance with Medicare payment guideline as payment in full for Covered Services pursuant to Article V.

Vought Health shall pay Ancillary Provider the rates below less any Copayments or deductibles, if applicable for Commercial and Medicare product lines.

For all pre-authorized Services, Vought Health shall pay Ancillary Provider at the following fee schedule in Exhibit C-1, less any applicable Copayments and/or deductibles.

- II. All claims and services may be subject to retro-review by the Utilization Management Committee. In the event that an error is made in the compensation payment, resulting in an overpayment to Ancillary Provider, Vought Health reserves the right to adjust subsequent compensation to offset overpayment.

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EXHIBIT C-1

COMPENSATION – INJECTABLES AND INFUSION THERAPY

I. Covered Pharmacy Services and Fee Schedule

Covered Services shall include medications as well as the items and services listed below:

(i) Administrative Services

- Coordination of benefits with other insurers
- Verification of insurance eligibility and extent of coverage
- Obtaining certificates of medical necessity and other required documentation
- Obtaining prior authorizations
- Patient financial services, billing and account collection activities
- Licensure and regulatory compliance
- Maintenance and storage of medical and reimbursement records
- Inventory and facility maintenance
- Patient education materials

(ii) Pharmacy Professional Services

(a) Dispensing

- Medication profile set-up and drug utilization review
- Monitoring for potential drug interactions
- Sterile compounding USP <797>
- Pharmacokinetic dosing
- Patient counseling as required under OBRA 1990

(b) Pharmacy Professional Services

- Development and implementation of pharmaceutical care plans
- Patient/caregiver education
- Review and interpretation of patient laboratory results
- Removal, storage and disposal of infectious waste
- Maintaining accreditation requirements
- Maintaining insurance requirements (e.g. liability), including compliance with all state and federal regulations related to minimum insurance coverage

(iii) Care Coordination

- Patient admission
- Clinical staff availability 24 hours/day, 7 days/week for questions and/or problems
- Delivery of medication and supplies to patient's home or designated alternate site

(iv) Supplies

- Reusable, disposable infusion pumps, flushes, alcohol swabs, gauzes, tape, syringes, needles, filtered needles, administration kits, IV start kits and dressing change kits