

Authority Request No. 116

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 3/12/2026 Department: Benefits & Retirement

State the nature of the legal request: Please review the attached Agreement between Outcomes Operating Inc. and Oklahoma County as to form and legality.

RECEIVED

MAR 12 2026

CIVIL DIVISION
DISTRICT ATTORNEY

Jon Wilkerson
Signature

Reply of District Attorney's Office: OK now =

I filled in dates of (X) and # of years it can be extend to comport w/ (O) rules.

Date of Reply: 3/12/2026

[Signature]
Assistant District Attorney



MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Software License and Services Agreement (the "Agreement") is entered into as of 4/1/2026, (the "Effective Date") by and between Oklahoma County, ("Client") and Outcomes Operating, Inc., together with its affiliates and subsidiaries ("Outcomes"). Client and Outcomes are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Outcomes offers industry leading products and services to clients in the pharmacy industry; and

WHEREAS, Client wishes to purchase certain products and services from Outcomes on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

- 1. Software. Outcomes grants Client a non-exclusive, non-transferrable, term license during the term of this Agreement (the "License") to access, operate and use any software specifically identified on Exhibit A (the "Software"), subject to all the terms and conditions of this Agreement.
2. Hardware. Outcomes agrees to provide any hardware specifically set forth on Exhibit A (the "Hardware"), subject to the terms and conditions of this Agreement.
3. Permitted Locations. Client may only use the Software and Hardware at the following pharmacy location(s) (the "Permitted Locations"):

Table with 2 columns: Field Name and Value. Fields include Pharmacy Name, NCPDP #, NPI #, Street Address, City, State, Zip, and Phone.

4. Support Services. Outcomes shall support and maintain the Software and the Hardware as follows (the "Support Services"):

- (a) Hours and Mechanism of Support. Support Services shall be available via toll free telephone, electronic mail, facsimile and other communications mechanisms as may become available and practical for use. Support Services hours are weekdays 7:00 A.M. to 7:00 P.M. and Saturday 8:00 A.M. to 1:00 P.M. A limited after-hours emergency call return service is offered outside of standard support hours. All times quoted are Central Times.
(b) Updates. Updates to the Software released for general use and covered under this Agreement (the "Updates") will be provided to the Client at no additional charge during the Term of this

Agreement. Client agrees to install all such provided Updates for use within five (5) business days of receipt. Outcomes agrees that it will support its most current Software releases and, if applicable, the immediately preceding release.

5. Other Services. If applicable, Outcomes shall provide Client with such other services identified on Exhibit A (the “Other Services,” and together with the Support Services, the “Services”). If Services include medical billing services, in addition to the terms and conditions set forth in this Agreement, Client shall execute a Medical Billing Services Agreement with Outcomes prior to activation of the medical billing services.

6. Pricing. Outcomes’ pricing for all Software, Hardware and Services (collectively, the “Products”) is set forth on Exhibit A (the “Pricing”). Upon Client’s request, the Parties shall update Exhibit A to include any new products that become available for purchase from Outcomes. Any additional Software or Hardware that Client wishes to purchase during the term of this Agreement shall be at Outcomes’ then-current pricing for such Products. Client shall pay all fees and expenses through automated clearing house (“ACH”) with recurring auto-pay, by completing Outcomes’ Recurring ACH Authorization form (“ACH Form”) at www.outcomes.com/payments. Client acknowledges and agrees that Client shall not receive Services until Client completes the ACH Form. Failure to complete the ACH Form shall not relieve Client from the obligation to pay the fees outlined in this Agreement.

7. Term. This contract shall commence on April 1, 2026 and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2026. Unless Outcomes provides notice of its intent not to renew this Agreement, Client shall have the right to renew this Agreement annually. Each annual renewal period shall expire on June 30th of the following year. It is the present intent of Client to continue this lease for an additional 5 fiscal year(s). However, in order for the contract to be continued the contract must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners. Pursuant to 62 O.S. 430.1 in no event shall the Client’s obligation be deemed to continue past the end of Client’s fiscal year ending June 30 of every year, nor shall Client be deemed to be indebted beyond the indebtedness created by each fiscal year’s obligation.

It is agreed between the parties that either Party may terminate this contract at any time before the end of the fiscal year for any reason after giving the other Party a thirty (30) day written notice.

8. Business Associate. The Parties acknowledge that Client is a Covered Entity and that Outcomes is a Business Associate, as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d) (“HIPAA”). Accordingly, Outcomes and Client hereby agree to comply with HIPAA, and, unless Client and Outcomes have executed a separate Business Associate Agreement, the terms of the Business Associate Agreement available at <https://www.outcomes.com/terms>.

9. Notices. All notices provided for by this Agreement shall be made in accordance with General Terms utilizing the following contact information:

If to Outcomes:

1001 E. 101st Terrace, Suite 250
Kansas City, MO 64131
Fax: (949) 326-7643
Attn: Chief Legal Officer

If to Client:

320 Robert S Kerr Room 220
OKC, OK 73120
Fax: 405-713-2340
Attn: Benefits Director

10. Hardware Terms and Conditions. The following additional terms and conditions apply to any Hardware that is provided to Client under the Company's Hardware Subscription Offering ("HSO") (as identified in Exhibit A):

- (a) In addition to the Hardware Payment, Client shall pay all shipping and handling charges and all taxes, assessments, fees and charges governmentally imposed upon the Hardware (the "Taxes").
- (b) Outcomes is the sole owner and titleholder to the Hardware and Client has no right to sell, transfer, encumber, sublet or assign the Hardware.
- (c) Client shall keep the Hardware at the pharmacy location specified in the Agreement. Client must obtain Outcomes' written permission to move the Hardware.
- (d) Client is responsible for maintaining industry-standard security and compliance features and controls on the Hardware and Client's IT network. Additionally, Client is responsible for installing all necessary patches and updates for any software installed on the Hardware, including, without limitation, the operating system. Outcomes assumes no responsibility nor liability for any security-related issues, compliance-related issues, patch maintenance, or similar issues related to the Hardware or Client's IT network. In no event shall Outcomes have any obligation or liability to Client for any direct, indirect, incidental, special, exemplary or consequential damages (including, without limitation, any loss of data, revenue or profits or business interruption) or other pecuniary loss arising out of Client's failure to meet its responsibilities in this subsection.
- (e) Outcomes will refresh the Hardware after four (4) to six (6) years of being in service, depending on the Hardware type and performance of the Hardware (the "Refresh Period"). If, prior to the Refresh Period, the Hardware fails or is no longer able to run the Software, Outcomes will repair or replace the Hardware.
- (f) Upon the termination of this Agreement for any reason, Client shall return all Hardware to Outcomes at Client's expense.

11. General Terms and Conditions. In addition to the terms and conditions set forth above, this Agreement incorporates by reference the General Terms and Conditions set forth at www.outcomes.com/terms (the "General Terms"). The General Terms may be updated from time to time, including after the Effective Date, and the most current version of the General Terms will be available at the website set forth above. Client hereby agrees to the General Terms, including any updates thereto.

[Signature page follows.]

IN WITNESS WHEREOF. Client and Outcomes agree to, and intend to be legally bound by, this Agreement, including the General Terms, and hereby execute this Agreement as of the Effective Date.

CLIENT:

OUTCOMES:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A to Master Software License and Services Agreement

Product and Pricing Schedule

See Quote attached to this Exhibit.

If the quote includes a purchase of Outcomes Premium and Client elects to participate in a collaborative practice arrangement ("CPA"), Client shall complete all additional onboarding forms necessary to provide such solutions, including but not limited to the CPA Term Sheet, CPA Attestation, and participating physician agreement.

If Client purchasing Outcomes Registry Reporting solution and Client is currently reporting through a non-Outcomes provided pharmacy management system, Client must terminate any existing reporting solution prior to activation of the Outcomes registry reporting service. All future reporting and rejection management shall be conducted through the Outcomes platform. The Client shall be responsible for logging into the Outcomes platform to review and amend any rejections.

If the quote includes a purchase of Outcomes Medical Billing Solution, Client agrees that the terms set forth in Exhibit B to the Agreement, attached and incorporated by reference, shall apply, and Client must have an active contract with any payers to which it intends to submit medical claims.

Client selects the following option with regard to the Medical Billing Solution enrollment representation:

Client Selection	Option	Description
___	Option 1: Direct Authorization to Outcomes	Client (i) authorizes Outcomes to receive 835 Files directly from the payor on Client's behalf and (ii) authorizes Outcomes and its designated agents to sign and submit payor-required enrollment forms on behalf of Client, including initiation, modification, or termination of 835 Files. Outcomes will provide the Client with copies of signed the payor-required enrollment forms upon completion of enrollment. This election grants Outcomes direct receipt and visibility to the 835 File. The Client will have comprehensive visibility into claims processing, status, payment, denials, and revenue cycle management services provided by Outcomes based on the 835s received.
___	Option 2: Client-Managed 835 Delivery	Client does not authorize Outcomes to receive 835 Files direction from the payor on Client's behalf. Client shall submit the 835 Files or an agreed-upon Explanation of Benefit (EOB) structure to a secure file transfer protocol (SFTP) designated by Outcomes within fifteen (15) days after Client receives the 835 Files or EOB. Outcomes will use this information to provide insights into claims processing, status, payment, denials, and revenue cycle management. Client maintains control over the 835 Files and provides necessary data to Outcomes. Outcomes will ensure visibility to the relevant details. Any errors in data ingestion will be communicated back to Client via SFTP.
__X__	Option 3: No Provision of 835s or EOBs	Client shall not send or submit 835 Files or EOBs to Outcomes. Client acknowledges that selecting this option will disable claims processing, status tracking, processing insights, reconciliation, denials management, and all revenue cycle management services outlined in these Med Billing Terms. By choosing this option, the Client will not receive detailed insights into the claims processing lifecycle from Outcomes and services are limited to Claims Submission.

Exhibit B to Master Software License and Services Agreement

Medical Billing Services Terms and Conditions

All capitalized terms not defined in these Medical Billing Services Terms and Conditions ("Med Billing Terms") shall have the meanings assigned to them in the Master Software License and Services Agreement.

1. Definitions. The following definitions shall apply:

1.1. "Applicable Law(s)" shall mean all current and future federal, state, and local laws, orders, rules, and regulations pertaining to the Services, including Medicare and Medicaid, subregulatory guidance, CMS instructions, reporting requirements and applicable requirements of government payor contracts.

1.2. "Day(s)" shall mean calendar days, unless otherwise specified in the Agreement.

1.3. "Claim" shall mean a Product-Based Claim and/or Service-Based Claim from Client that is documented and submitted to Outcomes for processing.

1.4. "Claims Status Data" shall mean the data that Outcomes sends to Client as part of the Services.

1.5. "Client Data" shall mean all data that Client submits or sends to Outcomes to provide the Services.

1.6. "Product-Based Claim" shall mean a healthcare claim from Client resulting from Client's provision or distribution of a product, such as a vaccine or durable medical equipment, which must be adjudicated through the patient's medical benefit.

1.7. "Protected Health Information" or "PHI" shall mean as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Outcomes from Client.

1.8. "Service-Based Claim" a healthcare claim from Client resulting from Client's provision of healthcare services but excluding a claim that is a Product-Based Claim, which must be adjudicated through the patient's medical benefit.

2. Software License; Services. Subject to the terms and conditions in these Medical Billing Terms, Outcomes grants Client a non-exclusive, non-sublicensable, non-transferable, term license (the "License") for the term of these Med Billing Terms to access, operate and use the products and solutions identified in the Service Order set forth above (the "Software"). Outcomes shall provide Client services set forth in these Med Billing Terms ("Services"). The Services shall only be provided to the extent permitted under Applicable Law.

3. Outcomes Responsibilities. Outcomes shall provide Client the following services:

3.1. Medical Billing Assistance Services. Outcomes shall provide billing services that assist Client's pharmacies in the submission of healthcare claims, including submitting claims to payor plans, and coding for patient's claims.

3.2. Claims Submission. After a patient's visit, Outcomes will send a bill to the payor for any services completed by Client's pharmacies, as designated by the Client. Outcomes shall review the Claim for completeness, and accuracy and submit an 837P file to the applicable payor. Client understands and acknowledges that the timeline for the 835 File is controlled by the applicable payor and outside of Outcomes' control.

3.3. Enrollment Representation. The Section outlines Client's options regarding the receipt and handling of ANSI 835 Electronic Remittance Advice files ("835 File"). The 835 File provides information on how a Claim was adjudicated by the payor. If Client desires Outcomes to provide comprehensive insights into Claim processing, Claim status, Claim payment, denial management, and overall revenue cycle management services ("Processing Insights"), Outcomes must receive the 835 Files. If Client declines to send 835 Files to Outcomes, Client acknowledges and is aware that Client shall not receive any Processing Insights.

Client has selected one (1) of the following options:

Option	Description
<p>Option 1: Direct Authorization to Outcomes</p>	<p>Client (i) authorizes Outcomes to receive 835 Files directly from the payor on Client's behalf and (ii) authorizes Outcomes and its designated agents to sign and submit payor-required enrollment forms on behalf of Client, including initiation, modification, or termination of 835 Files. Outcomes will provide the Client with copies of signed the payor-required enrollment forms upon completion of enrollment.</p> <p>This election grants Outcomes direct receipt and visibility to the 835 File. The Client will have comprehensive visibility into claims processing, status, payment, denials, and revenue cycle management services provided by Outcomes based on the 835s received.</p>
<p>Option 2: Client-Managed 835 Delivery</p>	<p>Client does not authorize Outcomes to receive 835 Files direction from the payor on Client's behalf. Client shall submit the 835 Files or an agreed-upon Explanation of Benefit (EOB) structure to a secure file transfer protocol (SFTP) designated by Outcomes within fifteen (15) days after Client receives the 835 Files or EOB. Outcomes will use this information to provide insights into claims processing, status, payment, denials, and revenue cycle management.</p> <p>Client maintains control over the 835 Files and provides necessary data to Outcomes. Outcomes will ensure visibility to the relevant details. Any errors in data ingestion will be communicated back to Client via SFTP.</p>
<p>Option 3: No Provision of 835s or EOBs</p>	<p>Client shall not send or submit 835 Files or EOBs to Outcomes. Client acknowledges that selecting this option will disable claims processing, status tracking, processing insights, reconciliation, denials management, and all revenue cycle management services outlined in these Med Billing Terms.</p> <p>By choosing this option, the Client will not receive detailed insights into the claims processing lifecycle from Outcomes and services are limited to Claims Submission.</p>

Client acknowledges and agrees that if Client has elected Option 3 above, Client shall not receive the services set forth in Sections 3.4 (Claims Reconciliation); 3.5 (Denials Management); 3.6 (Rejection Prevention); and 3.7 (Reporting) of these Med Billing Terms.

3.4. Claims Reconciliations. After a Claim is submitted to the insurance company, Outcomes shall monitor the Claim to confirm the payor received the Claim. Outcomes shall assess the Claim for payment.

3.5. Denials Management. After a Claim is submitted and processed to the applicable payor, a payor rejection may occur that prevents the Claim from fully processing or being paid as requested due to Client's or Client's pharmacist's errors or omissions. Outcomes shall provide denial management services that assist in resolving problems that then allow for Claim resubmission for proper claims processing and payment. Claims where the payor reimbursed \$0.00 will be included in Outcomes' revenue cycle management processes.

3.6. Rejection Prevention. As necessary, Outcomes shall reasonably consult with and assist Client utilizing process adjustments, technology, and/or training to strategically reduce the number of denied Claims leading to faster payments and a healthier cash flow. Except as set forth in these Med Billing Terms, Outcomes and Client expressly acknowledge and agree that the Services do not include audit of services for claims submitted by the pharmacists. To ensure Outcomes is able to receive payment on a Claim, Client is solely responsible for the completeness and accuracy of the claims information provided by Client to Outcomes. If at any time during the term of these Med Billing Terms: (i) Client submits incomplete or inaccurate claims information; (ii) there is any variance from the claims information

submitted to Outcomes that impacts or is likely to cause an impact to Client's ability to be paid for the claim; or (iii) Client makes a change, or otherwise takes an action, that reduces the Client's ability to collect payment. Outcomes reserves the right to make an equitable adjustment to the Fee solely as necessary to return Outcomes to its contracted economic position.

3.7. Reporting. Upon Client's written request, Outcomes shall provide a report via SFTP reflecting the Claims received and processed on behalf of Client over the ninety (90) days prior to Client's request ("Standard Report"). Outcomes may provide a non-Standard Report upon Client's written request for an additional mutually agreed upon fee.

If Client's Order includes the ability for Client to submit Serviced-Based Claims, Outcomes shall also provide the following services:

3.8. Patient Eligibility; Eligibility Verification: Outcomes shall review and verify Client's patients' active coverage with the payor. Eligibility Verification data will be provided through the OutcomesOne Premium platform.

3.9. Clinical Workflows. Subject to the conditions in this Section 3.9, Outcomes shall create and provide Client with clinical workflows based on approved protocols, which shall include decision-tree support, to guide how certain healthcare should be delivered ("Workflow") for services requested by Client in writing. The Workflows shall be based solely (i) on protocols established and approved by the applicable State Board of Pharmacy or (ii) guidelines established by a national governing body for clinical care if a State Board of Pharmacy protocol does not exist. If the governing body responsible for such protocol revises its established protocol, Outcomes will update the applicable Workflow within ninety (90) days after the later of (1) the date such revisions take effect; or (2) the date Outcomes becomes aware of such revisions. Outcomes shall only be obligated to create and display Workflows that the parties mutually agree to and in states where Client is legally authorized to provide healthcare services covered by the Workflow. Such Workflows shall be displayed and made available to Client within the Software.

4. Client Responsibilities

4.1. Data Accuracy and Submission Timeliness. Client is responsible for the completeness and accuracy of all Client Data submitted to Outcomes and Outcomes will have no responsibility or liability for the accuracy of data uploaded to the Services by Client, or otherwise provided to Outcomes for use with the Services. Client shall submit a Claim as soon as practicable after a patient's visit, but no less than enough time for Outcomes to process and submit the Claim to the payor in accordance with the payor's requirements. The Parties agree that Outcomes will have no responsibility or liability to Client, or its pharmacies, if Client fails to submit a Claim to Outcomes in a timely manner such that Outcomes does not have sufficient time to process and submit the Claim to the payor in accordance with the payor's requirements.

4.2. Compliance with Applicable Law. In its use of the Services, Client shall, and shall ensure that its pharmacies, comply with all Applicable Laws, including without limitation laws governing the protection of personally identifiable information, Protected Health Information, Client Data, and laws applicable to the veracity and truthfulness of claims including but not limited to the federal False Claims Act and its equivalent state statutes and/or regulations.

4.3. Data Transmission; Required Systems; Technical Information. Client shall transmit the Client Data to Outcomes in the manner prescribed by Outcomes, which may be modified from time to time as necessary. Client is responsible for computer servers, software, workstations, printers, routers, modems and other related communications equipment used by Client to access the Services. Client shall provide Outcomes with all technical data and all other information Outcomes may reasonably request from time to time to allow Outcomes to provide the Services. Client warrants and represents that all information and data supplied by Client shall be complete, accurate, and given in good faith.

4.4. Independent Judgment; Medical Disclaimer. Client accepts responsibility for and acknowledges that Client will exercise independent judgment in its use of the Services and shall be solely responsible for such independent judgment. Client acknowledges that the Services are in no way intended to intervene in the rendering of healthcare services. The Services provided under these Med Billing Terms are not medical devices and are not intended to be used in the diagnosis or treatment of medical conditions. Outcomes and the Services are not providing medical or legal advice.

All medical, clinical and related decisions with respect to the Services provided to patients are made solely by Client and its personnel, and not by Outcomes or others. The relationship between Client and a patient is subject to all requirements and privileges of the pharmacist-patient relationship.

4.5. Miscellaneous. Client shall only submit claims for payment for fully completed services. Outcomes shall not process for payment any Claims from Client that are inaccurate and/or for partially completed services.

For Client to make use of the Services, Client agrees that Client is solely responsible and liable for proper credentialing of its pharmacies and Client's employees and/or contractors, including its pharmacists, to ensure each meets all licensing and other requirements to provide services for which Client bills. Client shall ensure that all persons using the Services/Software are properly trained on the processes and techniques of entering information and the potential consequences of incorrectly entering such information or deviating from such processes and techniques. Client is solely responsible and liable for all claims, liabilities, fines, penalties, damages, and losses arising out of, or related to the submission of false, misleading or fraudulent enrollment forms and/or claims for payment or reimbursement related to a healthcare transaction.

5. Warranties.

5.1 Outcomes Warranties. Outcomes represents and warrants to Client that:

- (a) it provides each Service using commercially reasonable care and skill in conformance in all material respects with these Med Billing Terms; and
- (b) it shall maintain appropriate security controls and protections (including facility and environmental controls) to prevent unauthorized access to Client Data, including PHI.
- (c) it shall take commercially reasonable steps to ensure all files and data applicable to the Service shall be free from infection by viruses, worms, trojan horses or other code manifesting contamination or destructive properties and any Service, including the Platform, will not violate or infringe upon any United States copyright or patent.

If a Service task fails to conform to this warranty, Client's sole remedy shall be requiring Outcomes to exercise commercially reasonable efforts, at Outcomes' expense, to re-perform the task in compliance with the Services warranty described above.

5.2 Client Warranties. Client represents and warrants to Outcomes that:

- (a) it has the full right and authority (i) to enter into, execute, and perform its obligations under these Med Billing Terms; (ii) to use and disclose Client Data; and (iii) permit Outcomes to use, transmit, and process Client Data as needed to provide the Service and as set forth in these Med Billing Terms and the Business Associate Med Billing Terms;
- (b) all information, data, claims and transactions submitted are accurate, complete and truthful representations of the services provided and comply with all Applicable Laws, including Medicaid and Medicare program standards and federal False Claims Act regulations and requirements and their equivalent state statutes and/or regulations;
- (c) Client shall take commercially reasonable steps to ensure all files and data that Client submits to Outcomes shall be free from infection by viruses, worms, trojan horses or other code manifesting contamination or destructive properties; and
- (d) it will obey all Applicable Laws regarding use of the Services.

6. Indemnification.

6.1 Outcomes' Indemnification. To the extent permitted by law, Outcomes shall indemnify, defend, and hold harmless Client and its directors, officers, managers, shareholders, members, employees, agents, and representatives (each

and collectively, the "Client Indemnitees"), from and against any claims, liabilities, damages, judgments, costs, and other losses (including reasonable attorneys' fees) to which any Client Indemnitees may become subject, under any theory of liability whatsoever ("Losses"), insofar as such Losses (or actions in respect thereof) are caused by (i) Client's use of the Software which infringes upon a third party's intellectual property rights ("IP Indemnification"), except if such Loss arises due to: (a) the combination, operation or use of the Software with equipment or software not supplied by Outcomes where use the Software by itself would not be infringing; (b) use of the Software in an application or environment for which it was not designed or contemplated under these Med Billing Terms; or (c) modifications of the Software by anyone other than or approved by Outcomes; (ii) any grossly negligent acts, errors, or omissions of Outcomes in connection with the performance of any of Outcomes' duties or obligations under these Med Billing Terms, except to the extent that such Losses arise out of or result from the bad faith, willful misconduct, or negligence of the Client Indemnitees; (iii) Outcomes' violation of Applicable Law; or (iv) Outcomes' breach of the Business Associate Med Billing Terms. Notwithstanding anything to the contrary in these Med Billing Terms, Outcomes shall completely satisfy its IP Indemnification obligations if, after receiving notice of a Loss, Outcomes obtains for Client the right to continue using the Software as provided without infringement, or replaces or modifies such Software so that it becomes non-infringing ("Remedy"), but only to the extent that such Remedy results in the settlement or dismissal with prejudice of the Losses described in this subsection

6.2 Client's Indemnification. To the extent permitted by law, Client shall indemnify, defend, and hold harmless Outcomes and its directors, officers, managers, shareholders, members, employees, agents, and representatives (each and collectively, the "Outcomes Indemnitees"), from and against any claims, liabilities, damages, fines, penalties, judgments, costs, and other losses (including reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any Outcomes Indemnitees may become subject, under any theory of liability whatsoever ("Losses"), insofar as such Losses (or actions in respect thereof) relate to, caused by, or arise out of (i) any grossly negligent acts, errors, or omissions of Client (including the acts, errors, and omissions of Client's officers, employees, agents, or any tier of subcontractor or person for which the Client may be legally liable in the performance of these Med Billing Terms) in connection with the performance of any of the Client's duties or obligations under these Med Billing Terms, except to the extent that such Losses arise out of or result from the bad faith, willful misconduct, or negligence of the Outcomes Indemnitees; (ii) Client's violation of Applicable Law; (iii) the Client's breach of these Med Billing Terms or the Business Associate Med Billing Terms; (iv) claims by Client's customers or employees; or (v) claims related to the submission of false, misleading, or fraudulent enrollment forms and/or claims for payment or reimbursement related to a healthcare transaction.

6.3 Litigation Procedure. To be indemnified pursuant to Section 6.1 or 6.2 above, the Party seeking indemnification must: (i) give the other Party timely written notice of the third-party claim (unless the other party already has notice of the third-party claim); (ii) give the indemnifying Party authority, information, and assistance for the third-party claim's defense and settlement; and (iii) not materially prejudice the indemnifying Party's ability to satisfactorily defend or settle the third-party claim. The indemnifying Party has the right, at its option, to defend the third-party claim at its own expense and with its own counsel. The indemnifying Party may not settle the third-party claim without the indemnified Party's written consent; provided that if the settlement does not require the indemnified Party to pay any money or admit fault, the indemnifying Party may settle the third-party claim without the indemnified Party's written consent. The indemnified Party will have the right, at its option, to participate in the defense of the third-party claim, with its own counsel and at its own expense, but the indemnifying Party will retain control of the third-party claim's defense.

7. Audit. From time to time, upon reasonable advance notice, or upon a reasonable determination by Outcomes that Client has potentially or actually breached these Med Billing Terms, Outcomes may inspect the facilities, systems, books, procedures, and records of Client to monitor compliance with these Med Billing Terms. Client shall promptly remedy any violation of any term of these Med Billing Terms and shall certify the same to Outcomes in writing.

8. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR KNEW OF OR

or obligations hereunder in a material manner or otherwise makes it desirable for the Parties to restructure the relationship established hereunder because of material legal or financial consequences expected to result from such Change of Law.

10.2 **Conflicts.** If there are any conflicts between the terms of the Agreement, the General Terms and Conditions and these Med Billing Terms, these Med Billing Terms shall control.

10.3 **Survival.** The General Terms and Conditions and the following sections of these Med Billing Terms shall survive the termination of these Med Billing Terms: 5 (Warranties), 6 (Indemnification), (Insurance), 7 (Audit), 8 (Limitation of Liability), 9 (Disclaimer) and 10 (Miscellaneous).

END OF MED BILLING TERMS

Oklahoma County Pharmacy - Oklahoma County Pharmacy-Renewal with POS

Quote Created: 1/21/2026, 11:12 AM Reference: Q-09201-1
This quote expires on 6/30/2026

Oklahoma County Pharmacy
5905 N. Classen Ct. Suite 302
OKC, OK 73118

Ben Ryan - Outcomes

Products And Services

One Time

QTY	Product Name	DESCRIPTION	UNIT PRICE	DISC	PRICE
1	WinScan Point of Sale Software	WinScan Point of Sale Software	\$1,995.00	\$0.00	\$1,995.00
1	CRx POS Lane 1 Subscription	Includes: CRx POS Register, Keyboard, Mouse, Receipt Printer, Cash Drawer and Tray, Battery Backup, 10" Customer Display, USB Fingerprint Reader, USB Barcode Scanner, USB hub, and Cables. Tied to 'SUP-WINSCAN OFFERING'. \$110/mo subscription fee.	\$0.00	\$0.00	\$0.00
1	Onsite Training and Implementation Services for POS System	Expenses Not Included (Expenses for a two day training may include airfare, hotel, car rental, meals, and miscellaneous expenses during the trainer's visit. Actual expenses to be billed after training.)	\$500.00	\$0.00	\$500.00
1	Travel Expenses Include: Hotel, Airfare, Meals, Auto	Travel Expenses Include: Hotel, Airfare, Meals, Auto	\$1,000.00	\$0.00	\$1,000.00
1	Pervasive (6 User)	Pervasive (6 User)	\$2,393.00	\$0.00	\$2,393.00

QTY	Product Name	DESCRIPTION	UNIT PRICE	DISC	PRICE
1	Pervasive Client Server 1 User Count Increase	Pervasive Client Server 1 User Count Increase	\$350.00	\$0.00	\$350.00
One Time TOTAL:					\$6,238.00

Monthly

QTY	Product Name	DESCRIPTION	UNIT PRICE	DISC	PRICE
1	WinScan Lane 1 Subscription Offering	Monthly fee associated to WinScan Lane 1 HSO	\$110.00	\$0.00	\$110.00
1	Outcomes Business Bundle (CRx)	Includes PMS/POS Support, Remote Back-up, Virtual Pharmacist/Express Fill, Network Access, Basic MedSync, Patient Notifications, 2-Way Texting, Customizable Workflows, and Standard Reporting.	\$350.00	\$0.00	\$350.00
1	WinScan Support	WinScan Support	\$145.00	\$145.00	\$0.00
1	WinRx Support	WinRx Support	\$283.00	\$283.00	\$0.00
Monthly TOTAL:					\$460.00

Notes

**iPad with dedicated secure Wifi network required to capture signatures without a credit card processor.

Purchase Terms

The above quote does not include TAX, SHIPPING, or DATA CONVERSION unless specified. Hardware payment is due before equipment is shipped. Software payment is due at time of installation.

<https://www.outcomes.com/payments>

NOTE: Implementation must be completed within 6 months to guarantee the prices above.

Hardware Return Policy

1. New Hardware may be returned for a refund or replacement, provided that Client returns the Hardware to Outcomes forty-five (45) days of the original shipment date. All items returned must be in the original packaging and in "like new" condition, with all components

- and accessories that were shipped with the original purchase. No refunds or exchanges will be permitted after the forty-five (45) day window has expired.
2. Any Hardware that is returned must be sent back to the Outcomes location from which it was shipped.
 3. Unless the Hardware is defective, Client shall pay Outcomes a 20% restocking fee for any items sent back to Outcomes for a refund or replacement (based on the original sales price of the returned items).
 4. The following Hardware related fees are not refundable at any time: all shipping and handling charges, equipment set-up charges, and testing and software installation charges.
 5. Outcomes shall, to the extent permissible, pass through to Client all available original equipment manufacturer warranties on the Hardware.

Return Policy for Signature Pads:

1. Signature Pads may be returned for a refund or replacement, provided that the client returns the Hardware to Outcomes within forty-five (45) days of the original shipment date.
2. All items returned must be in the original packaging and in "like new" condition, with all components and accessories that were shipped with the original purchase.
3. No refunds or exchanges will be permitted after the forty-five (45) days window has expired.
4. If the item is out of the return window (45 days) then the pad can be replaced under the manufacturer warranty period.
5. There is a \$275 rekeying fee for any signature pad replacements during the warranty period.

Questions? Contact me.

Ben Ryan
Sales Development Representative
bryan@outcomes.com

Signature: _____

Date: _____

Please sign and email to Ben Ryan at bryan@outcomes.com or fax to

THANK YOU FOR YOUR BUSINESS!

Bill To OK COUNTY SOCIAL SERVICES 5905 N CLASSEN CT SUITE 302 OKLAHOMA CITY, OK 73118	Requisition 12605815-00 FY 2026 Acct No: UNDEFINED ACCOUNT. Review: Buyer: 6065sskarpit Status: Created
--	--

Vendor OUTCOMES OPERATING INC PO BOX 79047 BALTIMORE, MD 21279-0047 Tel#1-800-647-5288	Ship To OK COUNTY SOCIAL SERVICES 5905 N CLASSEN CT SUITE 302 OKLAHOMA CITY, OK 73118
--	---

Deliver To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/26	004754				Social Services

LN Description / Account	Qty	Unit Price	Net Price
001 NOC-to add POS software and 7 users to the Pharm System	1.00 EACH	4738.00000	4738.00

Ship To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

Deliver To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

[Requisition Link](#)

Requisition Total 4738.00

***** General Ledger Summary Section *****
 Account

Amount Remaining Budget

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Bill To                                     Requisition 12605816-00 FY 2026
OK COUNTY SOCIAL SERVICES
5905 N CLASSEN CT
SUITE 302
OKLAHOMA CITY, OK
73118
Acct No:
UNDEFINED ACCOUNT.
Review:
Buyer: 6065sskarpit
Status: Created
=====

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=====
Vendor                                     Ship To
OUTCOMES OPERATING INC                   OK COUNTY SOCIAL SERVICES
PO BOX 79047                              5905 N CLASSEN CT
                                           SUITE 302
                                           OKLAHOMA CITY, OK 73118

BALTIMORE, MD 21279-0047

Tel#1-800-647-5288
=====

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Deliver To
OK COUNTY SOCIAL SERVICES
5905 N CLASSEN CT
SUITE 302
OKLAHOMA CITY, OK 73118

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/26	1004754				Social Services

LN	Description / Account	Qty	Unit Price	Net Price
001	NOC-Onsite training and travel expense for Phrm POS vendor.	1.00 EACH	1500.00000	1500.00

```

Ship To
OK COUNTY SOCIAL SERVICES
5905 N CLASSEN CT
SUITE 302
OKLAHOMA CITY, OK 73118

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Deliver To
OK COUNTY SOCIAL SERVICES
5905 N CLASSEN CT
SUITE 302
OKLAHOMA CITY, OK 73118

```

[Requisition Link](#)

Requisition Total 1500.00

***** General Ledger Summary Section *****
 Account Amount Remaining Budget

Bill To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK
 73118

Requisition 12605796-00 FY 2026

Acct No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 6065sskarpit
 Status: Created

Page 1

Vendor
 OUTCOMES OPERATING INC
 PO BOX 79047

Ship To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

BALTIMORE, MD 21279-0047

Tel#1-800-647-5288

Deliver To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/26	1004754				Social Services

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	NOC-Blanket-Monthly support for Phrm POS system.	1380.00	0.00000	0.00
		EACH		

Ship To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

Deliver To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

[Requisition Link](#)

Requisition Total 0.00

***** General Ledger Summary Section *****
 Account

Amount Remaining Budget

***** Approval/Conversion Info *****

Activity Date Clerk
 Approved 03/24/26 Karole Pittman
 Approved 03/24/26 Dayne Coffey

Comment
 Auto approved by orig/apprvr:

Bill To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK
 73118

Requisition 12605796-00 FY 2026

Acct No:
 UNDEFINED ACCOUNT.
 Review:
 Buyer: 6065sskarpit
 Status: Created

Page 2

Vendor
 OUTCOMES OPERATING INC
 PO BOX 79047

 BALTIMORE, MD 21279-0047

 Tel#1-800-647-5288

Ship To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

Deliver To
 OK COUNTY SOCIAL SERVICES
 5905 N CLASSEN CT
 SUITE 302
 OKLAHOMA CITY, OK 73118

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/26	004754				Social Services

LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/24/26 Jon Weaver		Auto approved by: 6065isdaycof	
Approved	03/24/26 Bob Weaver		Auto approved by: 6065isdaycof	
Approved	03/24/26 Albert Rodriguez		Auto approved by: 6065ccdebmcd	
Approved	03/24/26 Bailey Owens		Auto approved by: 6065ccdebmcd	
Approved	03/24/26 Brooke Smith		Auto approved by: 6065ccdebmcd	
Approved	03/24/26 Deborah McDonald			
Approved	03/24/26 Maria Pinley		Auto approved by: 6065ccdebmcd	
Approved	03/24/26 Sheena McGrady		Auto approved by: 6065ccdebmcd	
Approved	03/24/26 Chantel Boso		Auto approved by: 6065ccdebmcd	
Unknown	03/24/26 Long Tran			
Rejected	03/24/26 Long Tran		For corrections	