

Contract for Professional and Consultant Services

PREAMBLE

1.1 Synopsis

The Iowa Attorney General's Office is hiring Meade Young LLC to assist it in evaluating and pursuing a potential claim against GlaxoSmithKline PLC for its delay of generic entry for branded pharmaceutical product Flonase resulting in overpayment for Flonase by the State of Iowa.

1.2 Parties

This Professional and Consultant Services Agreement (“Agreement”) is entered by and between Meade Young LLC (“Consultant”) and the Office of the Iowa Attorney General (“Attorney General”) for the mutual covenants and other consideration contained herein.

SCOPE OF SERVICE

2.1 Consultant Services

The Attorney General hereby retains, hires, and employs Consultant to provide technical and professional services as more specifically described herein below, on behalf of the State of Iowa (“State”). Consultant shall provide, perform, and undertake such services in accordance with the highest degree of professionalism customary to persons and entities which provide such services.

2.2 Description of Services

The Consultant shall provide the expert technical and professional legal representation services. The services may include the following:

- (1) Evaluating the State's potential claims with respect to its payments for pharmaceutical products, including under the State's Medicaid program, as well as other State programs;

- (2) Evaluating the impact of the (unlawfully) delayed entry of generic equivalents to branded pharmaceutical drugs on the State's pharmaceutical spend;
- (3) Evaluating the potential recovery to the State available through pre-suit negotiations and/or litigation;
- (4) Recommending potential courses of action in connection with the above, and with regard to recovering overpayments made by the State;
- (5) Representing the State in pre-suit negotiations and/or litigation with potentially liable parties regarding the above;
- (6) Implementing the above with respect to the State's pharmaceutical spend on the pharmaceutical Flonase and its generic equivalents.

It is understood that prior approval is required before any course of action is taken with respect to negotiation and/or litigation.

2.3 Time for Delivery of Services

Consultant shall begin to provide the services under this contract on the date of its execution by all parties, or as otherwise thereafter requested, and shall work in a timely manner pursuant to a schedule to be decided upon by the parties.

2.4 Control and Direction

As required under Iowa Code 23B.3(4), the Attorney General, through Assistant Attorney General Max M. Miller or any other attorney subsequently designated by the Attorney General ("Government Attorney"), shall retain complete control over the course and conduct of the matter. The Government Attorney shall be personally involved in overseeing any litigation and negotiation and shall participate in all settlement conferences. The Government Attorney shall retain veto power over any decisions made by the Consultant. Any defendant that is subject to any litigation or settlement negotiation may contact the Government Attorney directly, without having to confer with the Consultant. Decisions regarding the settlement of the case shall be reserved exclusively to the discretion of the Government Attorney and the State for the duration of this contract.

COMPENSATION

3.1 Compensation Rates and Contract Maximum

The Consultant will be compensated for all professional services performed at the rate of up to 20% of the State's recovery, provided, however, that the total cost for all of the Consultant's professional services hereunder, including travel and other expenses, shall not exceed 20% of the State's recovery. Costs in excess of that maximum shall not be reimbursed unless there is a prior written amendment to this contract. Unless professional services are being performed during travel, the Consultant will not be compensated for time while traveling.

3.2 Expenses

To the extent that the maximum amount payable under this contract, as set forth in Section 3.1 above, is not exceeded, the Consultant shall be reimbursed for all reasonable, actual, ordinary and necessary, direct non-labor costs and expenses incurred by the Consultant in fulfilling the terms of this contract. Lodging and meal expenses will be reimbursed at rates that do not exceed those for State agents. All travel on common carriers will be reimbursed at actual cost not to exceed coach fare on commercial airlines.

3.3 Payment

The parties to this contract understand that all payments to the Consultant will be made pursuant to the contingent compensation and expense reimbursement arrangements detailed in Sections 3.1 and 3.2, above, and shall not be made from or with funds appropriated by the Iowa Legislature.

GENERAL CONTRACT PROVISIONS

4.1 Authority of the Attorney General to Contract

This contract is executed under the Attorney General's statutory authority to contract for legal services under Iowa Code 13.7 and Chapter 23B.

4.2 Contracting Status of the Parties

All actions undertaken by the agents and employees of the Attorney General under this contract are undertaken in their official capacities as representatives of the State of Iowa and not personally.

4.3 Authority of Consultant to Bind Attorney General

Any Consultant binding any principal other than himself or herself must, when required, state and/or evidence the legal authority for his or her agency. If, subsequent to the execution of this contract, the signing person is found not to have the appropriate authority, expressly, impliedly, or in fact or law, then the would-be agent shall be primarily liable under this contract as principal. Consultant's capacity to contract is presumed.

Consultant represents and warrants that it possesses all requisite professional licenses and all other legal authority necessary to perform the services required of it hereunder.

4.4 Non-Assignment Clause

The rights and duties of Consultant under this contract may not be assigned or delegated except with the express written approval of the Attorney General. ANY ASSIGNMENT BY CONSULTANT IN VIOLATION OF THIS PROVISION IS VOID.

4.5 Governing Law

This contract shall be governed by and construed according to the laws of the State of Iowa. Consultant shall at all times observe and comply with all laws, ordinances, and regulations of the Federal and State governments and any local government which may in any manner affect the performance of this contract.

4.6 Severability

If any provision of this contract shall be declared invalid, its other provisions shall not be affected.

4.7 Commencement and Termination

This contract commences on the date the last party to this contract signs this contract. This contract shall terminate upon the cancellation or termination as provided by this contract or by operation of law.

4.8 Attorney General's Cancellation Option

This contract may be canceled and terminated by the Attorney General, with or without cause, upon ten (10) days written notice of such action to Consultant. Such cancellation is presumed received when sent.

4.9 Indemnification of Attorney General

Consultant shall assume all risk of loss and shall indemnify and save and hold harmless the Attorney General, the State of Iowa, their officers, agents, and employees against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, judgments, including attorneys' fees and litigation costs, based upon Consultant's negligence or intentional, wanton, or willful misconduct.

4.10 Modification of Contract

No modification, change, subtraction, addition, or waiver of the terms, conditions, and specifications herein contained, including, but not limited to, the services to be provided by Consultant and the time in which such services are to be completed, shall be binding on the Attorney General unless such modification, change, subtraction, addition, or waiver is first approved in writing by the Attorney General.

4.11 Default

If for any cause or reason, Consultant shall default in performance of this contract in accordance with its terms or in any way breach any term of this contract, including, but not necessarily limited to, failure to provide or perform the services specified herein and failure to provide or perform such services within the time specified herein, the Attorney General may immediately terminate this contract by notice thereof to Consultant. In such event, all finished and unfinished documents, data, studies, surveys, records, and reports prepared by Consultant under this contract shall become the property of the Attorney General, and all obligations of the Attorney General under this contract will cease immediately without penalty or further payment.

4.12 Waivers

The waiver of the Attorney General of any breach or default or failure of the Attorney General to enforce any of the terms and conditions of this contract shall not in any way affect,

limit, or waive the right of the Attorney General thereafter to enforce and compel strict compliance with every term and condition hereof.

4.13 Remedies

In the event that Consultant breaches any term, provision, or condition of this contract, the Attorney General may exercise any right, remedy, or privilege available to it under applicable law in addition to any remedy specifically provided herein. In the event that the Attorney General finds it necessary to institute litigation against Consultant to enforce the rights of the Attorney General under this contract or for any reason emanating from this contract or the performance of Consultant's services under this contract, or any act or omission pertaining to any of the foregoing, Consultant shall be liable for all legal fees, costs, and expenses incurred by the Attorney General herein.

4.14 Entire Agreement

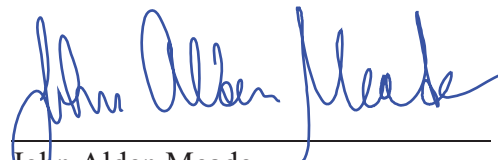
The terms and conditions of this contract and all appendices, documents, and attachments which are made a part hereof shall constitute the entire agreement between the parties. No other agreements, promises, or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind the Attorney General.

**OFFICE OF THE IOWA ATTORNEY
GENERAL**



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