**Inter-Pharmacy Prescription Transfer**

**Program Enrollment Agreement**

This Enrollment Agreement (“Agreement”) is entered into by and between **ASPN Pharmacies, LLC** (“ASPN”), a New Jersey company and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Participating Pharmacy”), incorporated in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_. This Agreement will be effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “Effective Date”).

WHEREAS, ASPN operates and administers an Inter-Pharmacy Prescription Transfer (“IPT”) program (the “IPT Program”) by which it provides administrative and referral services in connection with the transfer of prescriptions between member pharmacies; and

WHEREAS, some members of the IPT Program may need to transfer a particular prescription to another pharmacy for logistical, clinical or other practical reasons; and

WHEREAS, some member pharmacies of the IPT Program may be in a position to receive transfers of prescriptions from other member pharmacies;

WHEREAS, Participating Pharmacy wishes to become a member of the IPT Program;

WHEREAS, both parties have structured this arrangement with the intent to fulfill the requirements of the “personal services” or “referral services” safe harbors (42 C.F.R. § 1001.952(d) & (f)) to the federal Anti-Kickback Statute. The parties agree that this Agreement does not require Participating Pharmacy to transfer, or accept transfers of, prescriptions.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, Participating Pharmacy and ASPNhereby agree as follows:

**ARTICLE I: DEFINITIONS AND GENERAL TERMS**

* 1. The above recitals are part of the terms of this Agreement.
  2. Member Pharmacy means any pharmacy that participates and is enrolled in ASPN’s IPT Program.
  3. Transferring Pharmacy means a Member Pharmacy that transfers a prescription to another pharmacy through the IPT Program.
  4. Dispensing Pharmacy means a Member Pharmacy that accepts and dispenses a prescription through the IPT Program.
  5. Non-Member Pharmacy is any pharmacy that has not enrolled in the ASPN IPT Program and is therefore not obligated under the terms of this Agreement.
  6. Participating Pharmacy elects to enroll in and become a member of, and ASPN accepts Pharmacy as a member of the IPT Program, as a Transferring Pharmacy and Dispensing Pharmacy.

**ARTICLE II: DUTIES TO BE PERFORMED BY ASPN**

* 1. Administration & Facilitation. ASPN will provide administrative services and appropriate resources required to expedite and facilitate the transfer of prescriptions from a Transferring Pharmacy to a Dispensing Pharmacy. ASPN shall be solely responsible for selecting the Dispensing Pharmacy to which a prescription is transferred. Additionally, ASPN shall have the right to route the transfer of a prescription to a Non-Member Pharmacy whenever ASPN determines in its reasonable discretion that a Member Pharmacy is unable or unsuitable to fill a particular prescription.
  2. Data. ASPN will maintain a record of all prescriptions received from and transferred to Member Pharmacies.
  3. Coordination. ASPN will coordinate service issues between a Transferring Pharmacy and a Dispensing Pharmacy as may be reasonably required to ensure that (a) any quality control and customer service standards that may be established by ASPN are met and (b) the IPT Program is administered in accordance with ASPN’s standards.

**ARTICLE III: DUTIES TO BE PERFORMED BY MEMBER PHARMACIES**

* 1. Participation. Except as specified in Section 3.9 hereof, no Member Pharmacy is obligated to transfer or accept any particular prescription.
  2. Transferring Pharmacy. When sending a prescription to ASPN for a transfer, Participating Pharmacy’s duties and obligations are as follows:
     1. Supply Benefits Administration (Simple Claims Inquiry). Transferring Pharmacy performs an eligibility verification electronically or by phone. Information is then recorded and submitted on the ASPN intake form. A copy of Prescription Insurance Card (ID#, group#, customer service #) is included.

3.2.2 All necessary documentation (patient demographics, clinical notes) are required to be forwarded to ASPN to facilitate the transfer.

3.3.3 ASPN Cover Sheet (provided by ASPN) must be filled out and accompanied with all intake forms. This form allows for the documentation of necessary transfer information including RX Number, Transferring Pharmacist's Name, Date Written, First Fill Date, Last Fill Date, Original Quantity, Original Refills, Refills Remaining

* 1. Dispensing Pharmacy. When accepting a prescription sent to it by ASPN, Participating Pharmacy’s duties and obligations are as follows:
     1. Dispensing Pharmacy shall dispense only the specific medications covered by the transferred prescription(s) and shall not solicit or otherwise pursue dispensing of other prescriptions that are retained by the Transferring Pharmacy, unless the Transferring Pharmacy designates on the transfer transmittal cover sheet that the Dispensing Pharmacy should dispense the entire order, not just the prescription that the Transferring Pharmacy was unable to dispense.
     2. Dispensing Pharmacy shall not solicit business unrelated to the transferred prescription from a physician prescriber.  Contacting the prescribing physician with clinical questions relating to the transferred prescription/order is not a “solicitation” prohibited by this Agreement. A failure to comply with the terms of this paragraph is grounds for immediate termination from the IPT Program.
     3. After accepting a transfer of a prescription through the IPT Program, Dispensing Pharmacy is responsible for filling and dispensing the prescription and providing all other pharmacy services as may be required under applicable law in connection with the filling and dispensing of the prescription.
  2. Compliance with ASPN Policies. Participating Pharmacy will adhere to all administrative policies, procedures and processes including with respect to prescription information Dispensing Pharmacy receives, providing ASPN confirmation of receipt, ability to dispense and status updates and as further defined in **Attachment 1** to this Agreement and as may be established by ASPN and made available to Participating Pharmacies with respect to prescriptions transferred using the IPT Program.
  3. Compliance with Laws & Regulations. Participating Pharmacy will adhere to all federal, state and regulatory requirements pertaining to the intake and transfer of prescriptions between pharmacy providers at all times, including without limitation the Health Insurance Portability and Accountability Act (“HIPAA”) and the security provisions of the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder, also known as the Health Information Technology and Economic and Clinical Health Act (“HITECH”) and all regulations issued thereunder. The HIPAA Business Associate Addendum (Addendum 1) hereby is incorporated into and made a part of this Agreement.
  4. Records Maintenance and Notification. Participating Pharmacy agrees to maintain adequate pharmacy, financial, clinical and administrative records for all prescriptions covered by the terms of this Agreement. Dispensing Pharmacy shall notify ASPN after dispensing any prescription under the IPT program in accordance with ASPN’s policies and procedures for Dispensing Pharmacies.
  5. Billing. Dispensing Pharmacy is solely responsible for billing for and collecting payment from the applicable payor for any prescription medication it dispenses under the IPT Program.
  6. Confidentiality. Participating Pharmacy shall safeguard the confidentiality of all information pertaining to the IPT Program, Member Pharmacies, and ASPN and shall execute a Confidentiality Addendum incorporated herein and attached hereto as Addendum 2.
  7. Non-Circumvention. All Participating Pharmacies agree to utilize the IPT Program as their sole means of transferring prescriptions as specified herein to another pharmacy, except in circumstances when: (a) the patient expresses a preference for a pharmacy that does not receive prescriptions under the IPT Program or (b) in the reasonable clinical judgment of the Participating Pharmacy, transferring the prescription through the IPT Program would not be in the best interest of the patient. Any circumvention of the IPT Program intake and transfer process is grounds for immediate termination from the IPT Program and ASPN.
  8. Indemnity. Each party shall indemnify and hold harmless the other party, and its officers, directors, shareholders, employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including reasonable attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of the other party, or its officers, directors, employees or other agents in connection with the performance of any of their respective obligations under this Agreement.
  9. Insurance. Participating Pharmacy shall maintain professional liability insurance at all times of at least $1,000,000 / $3,000,000 (specific / aggregate) and provide ASPN with evidence of coverage upon enrollment and at least annually.

**ARTICLE IV: TERM AND TERMINATION**

4.1 Term.This Agreement shall be effective for an initial term of one (1) year from the Effective Date and thereafter shall automatically renew for additional terms of one (1) year each, unless either party has given the other, within 30 days prior to the expiration, written notice of its intent not to renew.

4.2 Termination. In the event of any breach by Participating Pharmacy, ASPN may terminate this Agreement immediately upon giving written notice. After the initial term of one (1) year has expired, ASPN may terminate a Participating Pharmacy from the IPT Program at its sole discretion with thirty (30) days written notice.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the effective date above.

**Agreement Agreed and Accepted: Agreement Agreed and Accepted:**

**ASPN Pharmacies, LLC**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature Signature*

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed Name Printed Name*

*Title: Title:*

Date:\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_

**Addendum 1**

**BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT (“**Agreement**”) is effective as of the date on which Business Associate first provides Services to Company or creates, receives, maintains, or transmits any Protected Health Information for or on behalf of Company. This Agreement is made by and between:

**Asembia LLC,** a Delaware limited liability company, with an address at 200 Park Avenue, Suite 300, Florham Park, New Jersey 07932 (including any subsidiary, division or affiliated business units under common control or ownership, including without limitation ASPN Pharmacies, LLC; BioRidge Pharma, LLC; Asembia Specialty Pharmacy Summit LLC; ReachRx OTM, LLC; and ApproveRx LLC, collectively “Asembia”), (hereinafter collectively referred to as “**Business Associate**”); and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**,** (hereinafter referred to as “**Company**”), a HIPAA Covered Entity, having its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The purpose of this Agreement is to comply with the requirements of the federal Health Insurance Portability and Accountability Act of 1996, the federal Health Information Technology for Economic and Clinical Health Act, and the implementing privacy, security, enforcement and transactions regulations codified at 45 C.F.R. Parts 160, 162 and 164 (collectively referred to herein as “**HIPAA**”).

Terms not otherwise defined herein shall have the same meanings as ascribed to such terms in HIPAA. All definitions are limited to the extent such terms are applicable to the parties with respect to Protected Health Information (Protected Health Information includes, without limitation, electronic Protected Health Information) created, received, maintained or transmitted by Business Associate for or on behalf of Company.

1. **Privacy of Protected Health Information.**
   1. **Permitted and Required Uses and Disclosures.** Business Associate is permitted to use or disclose Protected Health Information it creates, receives, maintains or transmits for or on behalf of Company as permitted or required under the terms and conditions of this Agreement, as permitted or required by HIPAA or as Required by Law.
      1. Performance of Services. Except as and to the extent otherwise prohibited or limited by any applicable law, rule or regulation, Business Associate may use or disclose Protected Health Information of Company to perform the services contracted to be performed by Business Associate for or on behalf of Company (the “Services”), provided that (i) such use or disclosure involves only the minimum amount of Protected Health Information as is necessary for such performance and (ii) the use or disclosure would not violate HIPAA if done by the Company.
      2. Business Associate Operations. Business Associate is permitted to use and disclose Protected Health Information it creates, receives, maintains or transmits for or on behalf of Company as follows:
         1. Use of PHI. Business Associate may use such Protected Health Information as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities.
         2. Disclosure of PHI. Business Associate may disclose such Protected Health Information as necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities only if:
            1. The disclosure is Required by Law; or
            2. Business Associate obtains reasonable assurance from any person or organization to whom Business Associate will disclose such Protected Health Information that the person or entity will:

Hold such Protected Health Information confidentially and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or entity or as Required by Law; and

Notify Business Associate of any instance of which the person or organization becomes aware in which the confidentiality of such Protected Health Information was breached.

* + 1. Disclosure to Subcontractor Business Associates. Business Associate may disclose Protected Health Information to a Subcontractor and may permit such Subcontractor to create, receive, maintain or transmit Protected Health Information, on its behalf, but only in accordance with **Section A.2** below.
    2. Compliance with HIPAA in Performing Obligations of Company. Business Associate shall comply with the applicable requirements of Subpart E of 45 C.F.R. Part 164. To the extent that Business Associate, in providing the Services, is carrying out one or more of the Company’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Company in the performance of such obligations.
    3. Data Aggregation Services. If specifically authorized by the Company, the Business Associate may provide Data Aggregation Services relating to the health care operations of the Company.
    4. Disclosure to Proper Authorities. Business Associate may disclose Protected Health Information as Required by Law.
    5. Use and Disclosure of De-Identified Data. Business Associate may de-identify Protected Health Information in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.
    6. Minimum Necessary Information. In any instance when Business Associate uses, requests or discloses Protected Health Information under this Agreement or in accordance with other agreements that exist between Company and Business Associate, Business Associate may use or disclose only the minimum amount of Protected Health Information necessary to accomplish the intended purpose.
    7. Use by Workforce. Business Associate shall advise members of its workforce of their obligations to protect and safeguard Protected Health Information. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses Protected Health Information in contravention of this Agreement.
  1. **Sub-Contractors**. Business Associate will require any of its Subcontractors to whom Business Associate delegates a function or activity involving the Subcontractor’s creation, use, maintenance or disclosure of Company’s Protected Health Information to provide reasonable assurance, evidenced by written contract in conformance with 45 C.F.R. § 164.504(e)(2)(ii)(D), that the Subcontractor will comply with the same privacy and security obligations as Business Associate with respect to such Protected Health Information.
  2. **Information Safeguards.** Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with 45 C.F.R. Part 160, and Subparts A and C of Part 164, and any other implementing regulations issued by the U.S. Department of Health and Human Services governing the Business Associate, to preserve the integrity, availability and confidentiality of electronic Protected Health Information created on behalf of or received for or from Company.

Business Associate shall provide Company with such information concerning such safeguards as Company may from time to time reasonably request but in no case more than once a calendar year except in the case where Business Associate has committed a Breach of Company’s Protected Health Information. Nothing in this section shall require Business Associate to disclose any confidential information of the Business Associate or any of its customers.

1. **Compliance with Standard Transactions.**

If Business Associate conducts in whole or part Standard Transactions, for or on behalf of Company, Business Associate will comply, and will require any Subcontractor or agent involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate further agrees to comply with any guidelines or requirements adopted by Company consistent with the requirements of HIPAA and any regulations promulgated thereunder, governing the exchange of information between Business Associate and the Company.

1. **Protected Health Information Access, Amendment and Disclosure Accounting.**
   1. **Access.** Business Associate will promptly upon Company’s request make available to Company or, at Company’s direction, to the individual (or the individual’s properly authorized personal representative) for inspection and obtaining copies of any Protected Health Information about the individual which Business Associate created or received for or from Company and that is in Business Associate’s custody or control, so that Company may meet its access obligations pursuant to and required by applicable law, including but not limited to 45 C.F.R. § 164.524. Notwithstanding the foregoing, all requests for access and copies shall be forwarded to Company, and Business Associate shall be obligated to provide such access and copies only if it is impracticable or impossible for Company to comply with such a request.
   2. **Amendment.** Business Associate will, upon receipt of notice from Company, promptly amend or permit Company access to amend any portion of the Protected Health Information which Business Associate created or received for or from Company, pursuant to and required by applicable law, including but not limited to 45 C.F.R. § 164.526. Business Associate will not respond directly to an individual’s request for an amendment of his/her Protected Health Information held in the Business Associate’s Designated Record Set. Business Associate will refer the individual to Company so that Company can coordinate and prepare a timely response to the individual, and amend its records if so required or agreed.
   3. **Disclosure Accounting.** Business Associate shall make available such information as is required for Company to provide an accounting of disclosures as required in accordance with 45 C.F.R. § 164.528.
   4. **Disclosure to U.S. Department of Health and Human Services.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Company (or created or received by Business Associate on behalf of Company) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining Company’s compliance with 45 C.F.R. Parts 160 and 164.
2. **Breach of Privacy Obligations.**
   1. **Reporting of Unpermitted Disclosures and Breaches.** Business Associate will report to Company any use or disclosure of Protected Health Information not permitted by this Agreement, including a Breach of Unsecured Protected Health Information. Business Associate will promptly make the report to Company’s Legal Department or other responsible official, without unreasonable delay, after Business Associate discovers such non-permitted or violating use or disclosure. Business Associate’s report will, to the extent practicable:
      1. Identify the nature of the non-permitted or violating use or disclosure;
      2. Identify the Protected Health Information used or disclosed;
      3. Identify who made the non-permitted or violating use or received the non-permitted or violating disclosure;
      4. Identify what corrective action Business Associate took or will take to prevent further non-permitted or violating uses or disclosures;
      5. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted or violating use or disclosure; and
      6. Provide such other information, including a written report, as Company may reasonably request.
   2. **Reporting of Security Incidents.** Business Associate shall report to the Company any Security Incident involving Unsecured Protected Health Information of which it becomes aware in the following manner:
      1. Any actual, successful Security Incident of which Business Associate becomes aware will be reported to the Company in writing without unreasonable delay and if practicable within ten (10) business days.
      2. The parties stipulate and agree that this paragraph constitutes continuous notice by Business Associate to Company with respect to any attempted, unsuccessful Security Incident, which is defined for purposes of this Agreement as any Security Incident that does not result in unauthorized access, use, disclosure, modification or destruction of electronic protected health information of Company or interference with system operations adversely affecting the ability of Business Associate to maintain, process or safeguard electronic protected health information of Company. By way of example, such unsuccessful Security Incidents may include: (i) pings on the firewall of Business Associate; (ii) port scans; (iii) attempts to log on to a system or enter a database with an invalid password or username; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (worms, viruses, etc.). The parties further stipulate and agree that with respect to any such unsuccessful Security Incident, no further or more detailed report to Company is needed or required under this Agreement.
   3. **Mitigation.** Following a Breach of Unsecured Protected Health Information or successful Security Incident involving Unsecured Protected Health Information, Business Associate shall take reasonable measures to mitigate any harmful effects to the individual, to the extent reasonably practicable.
3. **Obligations of Company.** 
   1. **Arrangements that May Impact Business Associate.** Company agrees to timely notify Business Associate, in writing, of any arrangements between the Company and the individual that is the subject of Protected Health Information that may impact in any manner the use and/or disclosure of that Protected Health Information by Business Associate, including any limitations in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, or any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, or any restriction to the use or disclosure of PHI that Company has agreed to in accordance with 45 C.F.R. § 164.522.
   2. **Impermissible Requests.** Company shall not request or require Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done directly by Company.
   3. **Minimum Necessary.** Company represents that, to the extent that Company provides Protected Health Information to Business Associate, such Protected Health Information is the minimum necessary Protected Health Information for the accomplishment of Business Associate’s Services.
   4. **Authorizations and Consents.** Company represents that, to the extent Company provides Protected Health Information to Business Associate, Company has obtained the consents, authorizations and/or other forms of legal permission required under HIPAA and other applicable laws and regulations, including but not limited to all consents, authorizations and/or other forms of legal permission for Business Associate to perform the Services.
4. **Breach and Termination.**
   1. **Breach; Termination.**
      1. Should the Company become aware of a pattern of activity or practice that constitutes a material breach of a material term of this Agreement by Business Associate, the Company shall provide Business Associate with written notice of such breach in sufficient detail to enable Business Associate to understand the specific nature of the breach.
      2. Company may terminate this Agreement and the underlying Services agreement if, after the Company provides the notice to Business Associate, Business Associate fails to cure the breach to the reasonable satisfaction of the Company within thirty (30) days after Business Associate’s receipt of such notice.
      3. Notwithstanding the foregoing, Company may immediately terminate this Agreement and the underlying Services agreement if the Company reasonably and in good faith determines that the Business Associate has materially breached a material term of this Agreement and no cure is possible.
      4. This Agreement shall automatically terminate (i) if the Services are no longer provided by Business Associate to Company or (ii) HIPAA is no longer applicable to the parties.
   2. **Obligations Upon Termination.** 
      1. Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate will if feasible return to Company or destroy all Protected Health Information, in whatever form or medium (including in any electronic medium under Business Associate’s custody or control), that Business Associate created or received for or from Company, including all copies of and any data or compilations derived from and allowing identification of any individual who is a subject of the Protected Health Information. The determination as to the feasibility of such return or destruction of Protected Health information shall be made in sole discretion of Company. Company shall be solely responsible for any costs to return or destroy Protected Health Information. If the return or destruction of Protected Health Information is not feasible, in the sole discretion of Business Associate, Business Associate shall extend the protections of this Agreement to the Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.
5. **General Provisions.**
   1. **Amendment.** From time to time local, state or federal legislative bodies, boards, departments or agencies may enact or issue laws, rules, or regulations pertinent to this Agreement. In such event, the parties agree to immediately abide by all said pertinent laws, rules, or regulations and to cooperate with each other to carry out any responsibilities placed upon the parties by said laws, rules, or regulations, subject to Business Associate’s right to terminate this Agreement with thirty (30) days advance written notice to Company.
   2. **Conflicts.** The terms and conditions of this Agreement will override and control any conflicting term or condition of any other existing agreement between the parties. All non-conflicting terms and conditions of the other agreement remain in full force and effect.
   3. **Waiver.** A waiver of any obligation, condition or requirement hereunder shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
   4. **Subpoenas.** Business Associate agrees to relinquish to Company control over subpoenas Business Associate receives with regard to Protected Health Information belonging to Company, and Company agrees to take control of and handle all obligations with respect to such subpoenas.
   5. **Choice of Law; Jurisdiction.** The parties expressly agree that this Agreement shall be construed and interpreted in accordance with HIPAA and the laws of the State of New Jersey. Venue and jurisdiction for any action hereunder shall reside in the State and Federal courts located within the State of New Jersey.
   6. **Notices.** Notices shall be sent to the parties at the addresses first set forth above or such other address as shall be provided by a party in accordance with this paragraph. Notices shall be sent via certified mail, return receipt requested, or overnight delivery with confirmation receipt, and shall be deemed given three (3) business days after being sent by certified mail and on the next business day if sent by overnight delivery.
   7. **Intent.** The parties agree that there are no intended third party beneficiaries under this Agreement.
   8. **Preparation.** This Agreement was prepared solely to comply with the requirements of HIPAA, and unless so provided in such law does not affect or change the legal relationship between Company and Business Associate. In the event that there is any conflict between the terms of this Agreement and HIPAA, this Agreement shall be deemed amended to comply with HIPAA.
   9. **Electronic Signatures.** This Agreement may be signed in counterparts, with all counterparts together one original binding agreement. Signatures exchanged via facsimile, pdf/email or other electronic method shall be binding.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Company and Business Associate execute this Agreement in multiple originals to be effective on the last date written below:

**Asembia LLC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: By:

Signature Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title Title

Date: Date:

**Addendum 2**

**MUTUAL CONFIDENTIALITY ADDENDUM**

**THIS MUTUAL CONFIDENTIALITY ADDENDUM** is hereby appended to the Inter-Pharmacy Prescription Transfer Program Enrollment Agreement dated by and between Participating Pharmacy (“Pharmacy”) and ASPN and is entered into to be effective the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Participating Pharmacy agrees to safeguard as confidential and will not disclose to any person, firm or entity, other than Participating Pharmacy’s employees and authorized persons, any information relating to each party’s business and the IPT Program (“Proprietary Information”) without the express written permission of ASPN.
2. Participating Pharmacy and ASPN agree that without the written consent of the other, no Proprietary Information received from the other party or its agents will be disclosed to any person, firm or entity, other than party’s employees and authorized persons.
3. Participating Pharmacy and ASPN agree not to duplicate the Proprietary Information without the prior written consent of the other and not to use any of it for any purpose other than in connection with the confidential review referred to above.
4. Participating Pharmacy and ASPN agree that it will return to the other party, promptly upon such party’s written demand therefore, all written or tangible Proprietary Information received by it pursuant hereto without retaining copies thereof.
5. Neither party shall be deemed to make or have made any representation or warranty as to the accuracy or completeness of any Proprietary Information it furnishes to the other party.
6. Either party damaged as a result of a breach of the provisions set forth above shall be entitled to recovery of such monetary damages as may be proven in a court of law. Notwithstanding a party’s award or receipt of damages under the foregoing provision, in the event of the violation of any of the terms of this Addendum, the party to whom the proprietary information belongs shall be entitled to seek and obtain injunctive relief. The parties agree that venue for any action brought under this Addendum shall be in the state of New Jersey.
7. As used in this agreement, “Proprietary Information” and “Confidential Information” shall not include information that (i) was already known by a party prior to its receipt hereunder, (ii) was, at the time of receipt, or subsequent thereto became, generally available to the public without fault of either party, (iii) is required to be disclosed pursuant to a requirement of a government agency or law or (iv) is rightly received by a party from any third party

without a confidentiality restriction: Notwithstanding any other provision contained herein, information hereunder may be disclosed to a party’s employees, consultants and other agents on a need to know basis, provided that such employees, consultants or agents agree to be fully bound by the terms of this agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Addendum as of the effective date above.

**Addendum Agreed and Accepted: Addendum Agreed and Accepted:**

**ASPN Pharmacies, LLC**

(ASPN)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature Signature*

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Printed Name Printed Name*

*Title: Title*

Date:\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_

**Attachment 1**

**Care Pharmacy (CP)**   
If prescription is unable to be filled, CP sends Rx to Specialty Pharmacy Network through Asembia1 designating which CP pharmacy location to send it to

**Asembia Specialty Pharmacy Network (ASPN)**  
Responsible for triaging the prescription to the appropriate pharmacy contingent on whether Care Pharmacy/Care Pharmacy Specialty/Thrifty can fill it. If all 3 entities are unable to fill, ASPN will take responsibility in locating a dispensing pharmacy to fill the prescription.

**Care Specialty Pharmacy (CSP)**

Receives prescriptions from ASPN that were unable to be filled by CP. If CSP is also unable to fill, CSP sends Rx back to ASPN through Asembia1

**Thrifty White (TW)**

Receives prescriptions from ASPN that were unable to be filled by CP or CSP. If TW is also unable to fill, TW sends Rx back to ASPN through Asembia1  
  
**ASPN Network Pharmacy**  
Specialty Pharmacy Network sends the prescription originating from CP to an ASPN Network Pharmacy which is able to fill the prescription

**Dispensing Pharmacy**

Designated as the pharmacy that ultimately fills the prescription for the patient (includes CSP, TW or ASPN Network Pharmacy)

|  |  |  |
| --- | --- | --- |
| ASPN Policies & Procedures | | |
| 1. | Patient/Physician | Patient or Physician presents prescription that Care Pharmacy cannot fill due to various reasons |
| 2. | Care Pharmacy | Verifies patient information and prescription data |
| 3. (Optional) | Care Pharmacy | Establishes a permanent record on their dispensing system |
| 4. | Care Pharmacy | Gathers pertinent information (demographics, insurance, prescription, test claim rejection message, if applicable) |
| 5. | Care Pharmacy | Enters patient on the web portal (<https://asembia1.asembia.com>) and indicates which Care Specialty Pharmacy the Rx should be sent to |
| 6. | Asembia Specialty Pharmacy Network | Receives Patient information, Rx and logs receipt |
| 7. | Asembia Specialty Pharmacy Network | Review documents for completeness—if information is incomplete, ASPN contacts Care Pharmacy as required |
| 8. | Asembia Specialty Pharmacy Network | Assigns Rx in Asembia1 to specific Care Specialty Pharmacy designated by the Care Pharmacy within 2 (two) business hours |
| 9. | Care Specialty Pharmacy | Care Specialty Pharmacy accepts or rejects prescription in Asembia1 within 2 (two) business hours of receipt, and if rejects, writes note in Asembia1 for the reason |
| 10. | Asembia Specialty Pharmacy Network | Re-assigns Rx in Asembia to Thrifty White location within 2 (two) business hours |
| 11. | Thrifty White | Thrifty White accepts or rejects prescription in Asembia1 within 2 (two) business hours of receipt, and if rejects, writes notes in Asembia1 for the reason |
| 12. | Asembia Specialty Pharmacy Network | Re-assigns and/or Faxes Rx to an ASPN Network Pharmacy, if applicable within 2 (two) business hours:  a) Pharmacy must be licensed in state where prescription is shipped to b) Pharmacy must be capable of billing patient’s insurance  c) Pharmacy must be able to obtain product (i.e. limited distribution drug) d) Pharmacy must be an expert in the disease state and product dispensed |
| 13. | ASPN Network Pharmacy | Reviews Rx for completeness and enters patient profile and Rx into dispensing system. Contacts ASPN or Physician’s office for any clarifications |
| 14. | ASPN Network Pharmacy | Confirms with ASPN that: 1. Prescription has been received 2. Prescription can be filled (see criteria in #8) 3. Estimated ship time is provided |
| 15. | Dispensing Pharmacy | Notifies ASPN to confirm acceptance of Rx and provides estimated ship date through Asembia1 |
| 16. | Dispensing Pharmacy | Contacts Patient to verify demographic information, confirm medication requirements, determine clinical support required, resolve reimbursement and payment issues, etc. |
| 17. | Dispensing Pharmacy | Fills prescription, adjudicates claim via PBM or medical claims form,  and collects patient liability / COB |