



SPECIAL MEETING – COMMUNITY SERVICES COMMITTEE AGENDA

**JANUARY 21, 2026, 7:00 PM
BY ZOOM VIRTUAL MEETING**

To allow public access, anyone may access a meeting by telephone and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings.



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Keenan McMahon at KMcMahon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PUBLIC PARTICIPATION**
- IV. **ACCEPTANCE OF MINUTES**
 - A. **Special Meeting: June 18, 2025**
- V. **DISCUSSION**
 - A. **New Human Services Director, Keenan McMahon**
- VI. **ACTION ITEMS**
 - A. **Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with CT State Community College – Norwalk for Health Department staff and**

volunteers to use space on CT State Norwalk campus for the Know Your Numbers health screening program on various dates between February 1, 2026 and December 31, 2026.

- B. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with POC Network Technologies LLC d.b.a. TransactRx to provide billing services on behalf of the Norwalk Health Department beginning on the date of signing of the agreement and continuing for a duration of one year after which the agreement will renew automatically.

VII. **ADJOURNMENT**

UPCOMING MEETINGS

February 18, 2026

**CITY OF NORWALK
COMMUNITY SERVICES COMMITTEE
JUNE 18, 2025
HYBRID VIA ZOOM AND
COMMON COUNCIL CHAMBERS**

ATTENDANCE: Nicol Ayers, Chair; Anne Wennerstrand; Barbara Smyth; Dajuan Wiggins Sr.

STAFF: Lamond Daniels, Chief of Community Services; Dave Walenczyk,

OTHERS: Chrissy Mahanna

I. CALL TO ORDER / ROLL CALL

Ms. Ayers called the meeting to order at 7:30 PM. She called the roll as indicated above.

II. PUBLIC PARTICIPATION

There was no one present from the public for comment.

III. ACCEPTANCE OF MINUTES

A. Regular Meeting: March 19, 2025

**** MS. SMYTH MOVED TO APPROVE THE MINUTES.**

**** THE MOTION PASSED UNANIMOUSLY.**

IV. ACTION ITEMS

A. Authorize the Mayor, Harry W. Rilling to execute any and all agreements, documents, instruments, or amendments as may be necessary to accept funds in the amount of \$35,000 in connection with the CT Department of Children and Families JRB & Enhancement grant to support the Norwalk Juvenile Review Board (JRB).

Mr. Walenczyk stated this is the third year of the grant, which funds specialized mentoring for youth in the JRB. Last year, they used Critical Messenger as a subcontracted provider and plan to continue this year while exploring additional mentor programs.

**** MS. AYERS MOVED TO APPROVE THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

- B. Authorize the Mayor, Harry W. Rilling to execute any and all agreements, documents, instruments to accept DCF Youth Service Bureau (YSB) grant funds to support the operations and various programs within the Youth Services division. The funds are segregated into a Base grant of approximately* \$54,950; Supplemental funds \$27,578; and Enhancement funds of \$12,992 for a total amount of \$95,520.**

Mr. Walenczyk explained that the grant has been available since the State statute was established and is non-competitive; applicants automatically receive funding. He noted the exact dollar amount for this year is not finalized but should be close to previous amounts. Most of the base grant funds the Youth Service Bureau's operations, with supplemental funds covering a part-time victim support assistant who helps victims involved in JRB cases. Enhancement funds are used for programs such as the Peer Connection program for middle schoolers and to support a young staff member who manages social media and the department's webpage. While the grant requires a match, the Youth Services Department's existing budget exceeds this requirement, so no additional City funds are needed.

**** MS. AYERS MOVED TO APPROVE THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

- C. Authorize the Mayor, Harry W. Rilling to execute any and all agreements, documents instruments, or amendments as may be necessary with Compass Consulting & Coaching, led by Chrissy Mahanna, LCSW to design, coordinate and implement the Nonprofit Capacity Accelerator Initiative in the amount of \$30,000. Account # 012010-5A0620.**

Ms. Mahanna introduced herself as a licensed clinical social worker and Norwalk resident with 20 years in the social sector. She owns a consulting firm helping nonprofits with strategy, leadership, and performance, with experience in organizations both large and small. She emphasized using a cohort learning model paired with one-on-one coaching to help small nonprofits implement strategies and elevate their impact, with a focus on equity and strengthening community services.

**** MS. AYERS MOVED TO APPROVE THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

- D. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Family & Children's Agency, 9 Mott Avenue, 4th Floor, Norwalk, CT 06850, in the amount of \$163,000.00, to provide Municipal Agent for the Elderly services for Norwalk residents for the period of July 1, 2025 through June 30, 2026. Account #: 012010-5298**

Mr. Daniels advised this is a continuation of the Municipal Agent for the Elderly grant, required by State law to support income-eligible residents aged 60 and over with benefits navigation and referrals. FCA received the grant through a competitive process four years ago, and this will be

the final year before the City goes out to bid again for a four-year term.

**** MS. AYERS MOVED TO APPROVE THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

- E. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Mid-Fairfield Community Care Center, located at 100 East Avenue, Norwalk CT, in the amount of \$200,000.00 to support the Latinx Integrated Care (LINC) Program for the period of July 1, 2025 through June 30, 2026. Account #: 012010-5298**

Mr. Daniels discussed funding for specialized services for minors through Midfield, which began about four years ago to support students facing trauma. Last year, the budget was reduced by 50%. He is seeking approval for the requested \$200,000 to continue the program in the Norwalk Public Schools for the upcoming fiscal year.

**** MS. AYERS MOVED TO APPROVE THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

- F. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with the Norwalk Senior Center, located at 11 Allen Road, Norwalk, CT 06851, in the amount of \$400,000.00, to provide ongoing senior services for Norwalk residents for the period of July 1, 2025 through June 30, 2026. Account #: 012010-5A0620**

Funding for the Norwalk Senior Center was reviewed. Mr. Daniels requested approval for \$400,000 for their operational budget, continuing the City's annual support and allowing the center flexibility in how the funds are used. The Senior Center was praised for its programs and responsiveness to the community.

**** MS. AYERS MOVED TO APPROVE THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

- G. Authorize the Mayor to extend the term of the Agreement with Connecticut Institute for Communities, Inc. (CIFC), located at 11 Ingalls Avenue, Norwalk, CT 06854 (Ely Center), for support of the Greater Norwalk Head Start and Early Head Start programs services for period of three years, from July 1, 2025 through June 30, 2028, in the amount of \$500,000.00 per year, to satisfy the non-federal share requirement under DHHS Award Number 01CH010527-04-00, in accordance with Section 640(b) of the Head Start Act and CFR §1303.4. Account #: 012010-5A0620**

The Committee reviewed the Head Start legacy grant, administered by the Connecticut Institute, which provides services for about 130 Norwalk children. The City's required federal match is \$500,000 per year. Approval was requested to extend the grant to a three-year term, rather than annually, to streamline administration while maintaining oversight and

compliance checks.

**** MS. AYERS MOVED TO APPROVE THE MOTION.**

**** THE MOTION PASSED UNANIMOUSLY.**

V. ADJOURNMENT

**** MS. SMYTH MOVED TO ADJOURN THE MEETING.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:55 p.m.



Public Health
Prevent. Promote. Protect.
Norwalk Health Department



To: Members of the City Council
From: Deanna D'Amore, Director of Health
Re: CT State Community College - Norwalk Facilities Use Agreement
Date: January 21, 2026

The Health Department would like to provide free health screenings for students and staff of CT State Community College - Norwalk, as part of our Know Your Numbers program. Know Your Numbers provides community members with the opportunity to be screened for various health measures (A1C, blood pressure, BMI, and waist circumference), offers guidance on healthy behaviors to help reduce risk, and connects individuals to healthcare providers, food agencies, and other relevant community resources. This program is currently held in locations around the community, including Norwalk Public Library and the Open Doors Smilow Center, and was held twice last year at CT State Norwalk.

In order to hold a screening on CT State Norwalk campus in 2026, the school requires the execution of a Facility/Equipment Use Agreement for each screening date. The City of Norwalk and CT State used this agreement for screening dates in 2025 and now need an agreement for new screening dates in 2026. Exact dates are being finalized.

We request approval for the following authorization:

1. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with CT State Community College – Norwalk for Health Department staff and volunteers to use space on CT State Norwalk campus for the Know Your Numbers health screening program on various dates between February 1, 2026 and December 31, 2026.

FACILITY/EQUIPMENT USE AGREEMENT

This Facility/Equipment Use Agreement ("Contract") is entered into by and between [Connecticut State Community College, a constituent unit of the State of Connecticut System of Higher Education, with an address of 185 Main Street, New Britain, CT 06051, on behalf of its **Norwalk** Campus, located at **188 Richards Avenue, Norwalk, CT 06492 and City of Norwalk** (hereinafter the "Contractor") with a principal place of business at **125 East Avenue, Norwalk, Ct 06851**]

I. **USE and TERM:** **USE OF FACILITIES** AND/OR **USE OF EQUIPMENT** (Check One or Both)

Use Summary:	The constituent unit agrees it will permit Contractor to use [East Campus Atrium A & B – Including Tables & Chairs] for the sole purpose of Know Your Numbers Health Screening for the time period specified below and subject to the terms and conditions specified within this Contract.	
Term:	From [2/25/2026]	To [10/8/2026]
Location:	East Campus Atrium A & B	
Day(s) and Hours:	2/25 1pm-3pm, 4/23 12:30pm-2:30pm & 10/8 12:30pm-2:30pm Eastern Time	
Reservation Number:	[137196]	

II. **USE FEE:** Use Fee payment* under this Contract is to be made as follows:

Deposit \$0 due on or before 0
Balance \$0 due on or before 0

MAXIMUM AMOUNT OF CONTRACT \$ [NO CHARGE]

Send Payment to:	Name:	[N/A]
	Department:	[Institution Department, if applicable]
	Address:	[Institution Address]
	Phone:	[Institution Phone]
	Fax:	[Institution Fax]
	Contact:	[Institution Contact]
	Contact Email:	[Institution Email]

1. If Contractor is not an agency of the State of Connecticut, a deposit equal to [zero percent (0%)] of said fee shall be submitted by Contractor to the constituent unit with this signed Contract. Said deposit shall be credited against the payment by Contractor of the full fee for use. This deposit shall be non-refundable unless the constituent unit terminates this Contract in accordance with subsection 8(b) of Section VIII hereof, the constituent unit is unable to deliver possession of the facility through no fault of the Contractor., or the Contractor cancels its reservation at least sixty (60) days in advance of the Event.
2. The constituent unit reserves the right to cancel this Contract if it is not returned with the appropriate deposit.
3. **Additional Fees or Services:** This Use Fee herein is the minimum cost of the Event, based on the constituent unit's evaluation of information provided by the Contractor and does not include any additional labor or equipment. The Use Fee includes, but is not limited to, custodial, security, equipment and / or materials fees as determined by the constituent unit. The constituent unit reserves the right to add, change, alter, or delete any rule, policy or procedure pertaining to the rental of, usage of, or fees charged for the facilities and/or equipment.
 - a. Any additional custodial overtime services, additional technical assistance, additional security services, or any other unforeseen and unavoidable expenses, resulting from the Event and not part of the estimated costs shall be borne by the Contractor.
 - b. In addition, the constituent unit shall make every effort to provide advance notice of at least five (5) calendar days to the Contractor or its authorized representative if any special service is required to support production of the event. This will not be the case with "day-of-the-event" personnel overtime charges assessed as a result of services to support the presentation of the Contractor's event.
 - c. The constituent unit shall not be responsible for providing, for use of the Contractor, any spaces or venues that are not subject to this Contract. If the Contractor should decide not to utilize the facilities or any portion thereof, the constituent unit shall not be obligated to reduce any fees that have been charged for their use.

4. **Notices:** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

MUST BE COMPLETED

If to the
Constituent Unit*: [CT State - Norwalk]
188 Richards Avenue
Norwalk, CT
Attn: John Bennett

If to the
Contractor*: [City of Norwalk]
125 East Avenue
Norwalk, CT 06851
Attn:

[Note: *Any party may change its Notice information in writing in accordance with this Section.]

III. GENERAL TERMS AND CONDITIONS:

1. Contractor Responsibilities:

- a. The Contractor shall not include the name of the constituent unit and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the constituent unit other than as the location for the contracted event. The name of the constituent unit is not to be associated with any group that is not a bona-fide organization of the constituent unit.
- b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Contract, including without limitation, all musical works, dramatic works, literary works, pictorial and graphic works and choregraphical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Contract, and shall immediately upon the request of the constituent unit, deliver written proof of such to the constituent unit.
- c. The constituent unit reserves all commercial broadcasting, television, recording and filming rights, if available to be exercised by the constituent unit, for its own benefit. The constituent unit will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service in the facilities or on the premises of the constituent unit except where specifically agreed upon as a part of this Contract.
- d. The Contractor may not assign any part or right of this Contract or sublet the constituent unit or any part thereof to any other party without the prior written consent of the constituent unit. The constituent unit will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Contract.
- e. The Contractor agrees to furnish the constituent unit's Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of constituent unit facilities.
- f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the constituent unit and/or the Connecticut State Colleges and Universities governing the use of the constituent unit's property and equipment. Specific system and constituent unit policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract which in any manner affect its conduct or its use of the facilities. The constituent unit shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Contract.
- g. In the event of weather-related or other closing announcements, please call the relevant constituent unit Campus's Weather Information Line. A list of regional campus numbers can be found at the following website:
<http://www.ct.edu/connscu>. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Event coordinator to contact its attendees in the event of any cancellation. Please note that if the event is cancelled due to inclement weather, every effort will be made to reschedule your event. If that is not possible, your deposit will be refunded.
- h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day.

- i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

2. **Security**

- a. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the constituent unit, in accordance with Section II.3 above.. The official representative of the constituent unit on site during the contract period shall have full responsibility for the operation of the facility and the areas immediately adjacent thereto and shall act for and on behalf of the constituent unit in the management, supervision and control of the facilities.
- b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the constituent unit resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.
- c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the constituent unit, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of constituent unit policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all constituent unit facilities.
- d. Should there be a conflict during the presentation of the program; the Contractor agrees that the official representative of the constituent unit will have complete supervision, direction and operational control.
- e. The Contractor shall complete a constituent unit accident report for any incident requiring administration of first aid. Said accident reports shall be provided to the constituent unit's Public Safety Division within twenty-four (24) hours of any incident.
- f. The constituent unit shall revoke the privilege of any participant to use any constituent unit facility if, in the sole opinion of the constituent unit, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the constituent unit.
- g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

3. **Equipment**

- a. It is the responsibility of the Contractor to provide the constituent unit's Contact listed in Section II subsection 4 herein with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the constituent unit from any obligation to provide these services in the manner desired by the Contractor.
- b. Equipment provided to or rented by the Contractor as part of this Contract is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of constituent unit personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the constituent unit.
- c. The Contractor shall see that any equipment provided by the constituent unit pursuant to this Contract shall be used appropriately and returned in good working order to its proper location following use each day.
- d. The Contractor agrees that equipment not specified as part of this Contract shall not be used by the Contractor or Event participants.
- e. Contractor agrees that all electrical connections must be made by constituent unit personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the constituent unit, under such conditions and restrictions as constituent unit may specify.
- f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of the constituent unit, endangers the structural integrity of constituent unit facilities.
- g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.
- h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this Contract without prior written permission of the constituent unit shall be deemed abandoned and disposed of by the constituent unit at its sole discretion.
- i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

IV. FOOD SERVICE / STATE SALES TAX:

1. **If catering services are available at the constituent unit and requested by Contractor:**

- a. The constituent unit presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the constituent unit. Requests for catering services shall be made through the constituent unit's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the constituent unit's food service vendor at the time the service request is placed. The Contractor shall provide the constituent unit's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.
- b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the constituent unit's Event Management Office or the constituent unit's designated contact person, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the constituent unit's food service vendor. The constituent unit's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.
- c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the constituent unit's food service vendor. The Contractor agrees that neither the constituent unit nor the constituent unit's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the constituent unit's food service vendor within the time frames specified in subsection 1.c. of this Section IV.
- d. The Contractor shall cancel catering orders, by directly notifying the constituent unit's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section IV. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern time on the day of the Event.

2. **If catering services are not provided by or not available at the constituent unit:**

- a. The Contractor may engage a properly licensed third-party food service vendor ("third-party vendor") to provide catering services in relation to the Event. Contractor shall provide a description of the food and beverages to be served and shall provide the caterer's name and contact information to the constituent unit. Contractor shall be responsible for removal of all waste from the constituent unit's facilities at the conclusion of the Event. If the rental of additional dumpsters is necessary for large parties or events, a fee may be charged for each required dumpster. The constituent unit reserves the right to approve any third-party vendor providing catering services at the constituent unit's facilities. Approval of such third-party vendor must be given by the constituent unit in advance of the Term specified in Section I, above.

3. **State Sales Tax:**

- a. Under the Connecticut General Statutes, all sales of food and/or beverages for events held on campus are subject to the Connecticut state sales tax in effect at the time the Event occurs, unless the Contractor provides one of the following approved certifications for tax exemption for the program:
 - i. The organization is not reimbursed, in whole or in part, by donation or otherwise, for its payment for the meal by those consuming the meals, and the Contractor has provided an approved CERT-112 or CERT-123 from the Connecticut State Department of Revenue Services listing the Institution as the retailer. Such exemptions take a minimum of six (6) weeks to process through the Connecticut State Department of Revenue Services. Request forms are available from the Connecticut State Department of Revenue Services either at their office or website, <http://www.ct.gov/drs>.
 - ii. The Contractor is a nonprofit organization and is collecting a donation or leveling a charge for admission as a fundraiser and has supplied a completed CERT-119 or CERT-134 indicating that the Event is one (1) of the five (5) fundraisers or social events covered by the exemption the organization has for that calendar year, under the Special Notice 98(11) Exemption from the Connecticut State Department of Revenue Services, and listing the Institution as the retailer. Under no circumstances shall more than five (5) CERT-119 or CERT-134 forms be accepted from any one contractor in a given calendar year.
- b. In all cases, the Contractor shall submit the appropriate documentation to the constituent unit's Event Manager when the Contract is executed or, in cases where a CERT-112 or CERT-123 is being requested, no later than two (2) weeks prior to the Event. If a CERT-112 or CERT-123 is to be utilized, the Contractor shall submit the request to the Connecticut State Department of Revenue Services no later than eight (8) weeks prior to the Event.
- c. In all cases where the appropriate documentation for tax exemption is not provided within the specified time, the Contractor will be charged all appropriate Connecticut state sales tax.

V. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO ANY PROGRAM INVOLVING MINORS:

1. Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor.
2. The Contractor will ensure that all of its employees or volunteers who will supervise or otherwise come into contact with minor attendees of any of the Contractor's programs using the constituent unit facilities are fully aware of and have been sufficiently trained to comply with, their reporting obligations pursuant to §§ 17a-101 through 17a-103a, as may be amended from time to time.
3. The Contractor's failure, including the failure of any of the Contractor's employees or volunteers, to comply with this Section may result in immediate termination of this Contract. In addition, the Contractor may be disqualified from entering into further contracts with the constituent unit.

VI. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO PARTICULAR VENUES:

1. If theater facilities are reserved:

- a. The constituent unit shall provide essential stage equipment, lighting and sound, technicians, house management, and custodial services as it deems necessary for the Event, as well as any additional services mutually agreed upon by the constituent unit and the Contractor. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Contract.
- b. When applicable, the Contractor shall provide, at its own expense, such event staff including, but not limited to ushers, ticket sellers, and ticket collection personnel, as deemed necessary by the constituent unit's Event Manager. These services may either be arranged through the constituent unit's Event Manager or provided by the Contractor, by mutual agreement of the parties. Personnel provided by the Contractor for ushering, ticket selling and ticket taking shall be under the general direction of the constituent unit's house management staff and shall arrive at the Event venue for a general training session regarding policies and procedures governing these activities one (1) hour prior to the doors opening for the Event. The Contractor acknowledges and agrees that the failure of such personnel to arrive for this training session on time will delay the opening of the doors for the Event.
- c. Any additional rehearsal and/or dressing room facilities must be specifically included in Section I of this Contract and the arrangements for set-up or special services in these areas must be made through the constituent unit's Event Manager. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Contract.

2. If a gymnasium or other sports facility is reserved:

- a. All participants, parents, guests and spectators associated with the Event shall be limited to use of the lobby, venue and spectator stands associated with the venue(s) specified in this Contract.
- b. If locker rooms and showers are used, they shall be limited to the "student" locker facilities, unless otherwise specified. The Contractor shall supply or have participants supply their own locks for the lockers and agrees that all lockers shall be cleaned out of all clothing, equipment and supplies after each use, and that all locks shall be removed.
- c. The Contractor shall not permit street shoes to be worn on gym courts or pool decks.
- d. The Contractor shall not permit gum chewing on gym courts or in pool areas.
- e. If the facilities include an pool, Contractor shall provide, at its sole expense, a minimum of one (1) Red Cross certified lifeguard for each thirty (30) participants engaged in swimming activities. Contractor shall provide the constituent unit with a copy of the Red Cross certification held by each lifeguard providing life-guarding services.
- f. The Contractor shall bear the entire expense for any and all officials, referees and timekeepers it requires for the Event.

VII. INSURANCE REQUIREMENTS:

1. **Commercial General Liability:** Contractor shall provide the constituent unit a certificate of insurance, from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Contract with minimum Commercial General liability coverage established at: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The constituent unit and its Board of Regents and their agents, officers and employees shall be named as Additional Insured. Said certificate of

insurance shall indicate the specific dates covered by this Contract and reference the Event set forth in Section I of this Contract. The coverage shall contain no special limitations on the scope of protection afforded to the State.

- a. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy (\$1,000,000 limit) is required.
 - b. If a caterer is providing alcoholic beverages, then the caterer is required to have insurance coverage in the amount of \$1,000,000. A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Contract, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Contract then automobile coverage is not required.]*
 3. **Workers' Compensation and Employers Liability:** *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee.
 4. **Additional Provisions:**
 - a. The Contractor shall assume any and all deductibles in the described insurance policies.
 - b. The Contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
 - c. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State.
 - d. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the constituent unit.
 - e. All coverage is to be written on an "Occurrence" policy form.
 - f. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best's Key Rating Guide and be licensed to do business in the State of Connecticut.
 - g. Contractor shall provide the constituent unit with a certificate of insurance thirty (30) days prior to the event, which states that the Contractor is insured for the period of time covered by this Contract and reference the event and event dates set forth in Section I of this Contract.
 - h. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

VIII. GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the constituent unit with authority to enter into contracts in the pursuit of its mission.
2. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
3. **Indemnification.** The Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Contract, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or

the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

5. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the constituent unit arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
6. **Nondiscrimination.** Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
7. **Executive Orders and Other Enactments.**
 - (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
 - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
8. **Termination.**
 - a. **Termination for Cause.** In the event that the Contractor shall fail to perform, keep or observe any of these terms, covenants or conditions of this Contract, the constituent unit may terminate this Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
 - i. If the Contractor and the constituent unit reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - ii. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the constituent unit reserves the right to terminate the Contract at that time by written notice of such termination.
 - iii. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the constituent unit reserves the right to terminate the Contract at that time by written notice of such termination.
 - iv. The constituent unit will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - v. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the Contractor shall forfeit all rights under this Contract, to any monies paid to the constituent unit, in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which the constituent unit deems necessary to cover expenses incurred due to the cancellation of the Contractor's event.
 - b. **Termination for Convenience.**
 - i. The constituent unit may terminate this Contract in whole or in part whenever, for any reason, the constituent unit shall determine that such termination is in the best interest of the constituent unit and/or the State of Connecticut.
 - ii. If this Contract is terminated by the constituent unit pursuant to this section, the constituent unit will provide the Contractor **[Please Insert Number of Days]** days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

9. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
10. **Campaign Contribution Restrictions.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10:" [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#) www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf
11. **Entire Agreement and Amendment.** This Contract is the entire agreement between the Contractor and the constituent unit and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both the Contractor and the constituent unit and approved by the Connecticut Attorney General, if applicable. The Contractor indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Contract are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

IX. ACCEPTANCE OF AGREEMENT

If a signed original of this Contract has not been received by the constituent unit 2 weeks prior to the Event, the constituent unit shall have the right to contract with other parties for the use of the space without notice to the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[CONSTITUENT UNIT]

[CONTRACTOR]

By: _____	By: _____
Print Name: <u>John Bennett</u>	Print Name: _____
Title: <u>Associate Dean of Campus Operations</u>	Title: _____
Date: _____	Date: _____

By the Connecticut Attorney General

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.



To: Members of the City Council
From: Deanna D'Amore, Director of Health
Re: TransactRx Billing Services Agreement
Date: January 21, 2026

TransactRx is a medical billing service provider that offers a billing solution for the various vaccines administered through the Travel & Adult Immunization Program. The web based medical billing software application supports patient eligibility determination, fee schedule pricing and claims submissions, enabling the billing Medicare Part B, Medicare Part D, Medicaid, Medicaid VFC and some commercial payers for vaccines given. This platform has been used by Connecticut health departments for decades because it's proven to be a cost effective and efficient solution for vaccine billing.

The health department has utilized this provider for many years. In order to continue to provide uninterrupted Travel and Adult immunization services, the agreement is now due for renewal effective as of the date on the signed agreement.

We request approval for the following authorization:

1. Authorize the Mayor, Barbara C. Smyth, to execute agreements and amendments with POC Network Technologies LLC d.b.a. TransactRx to provide billing services on behalf of the Norwalk Health Department beginning on the date of signing of the agreement and continuing for a duration of one year after which the agreement will renew automatically.

PROVIDER NETWORK AGREEMENT

This PROVIDER NETWORK AGREEMENT, together with all schedules, attachments, and exhibits (this “Agreement”) is entered into by and between POC Network Technologies LLC d.b.a. TransactRx (“TransactRx”), located at 201 West Saint John Street, Spartnabug, SC 29306, and the entity listed below (“**Provider**”). This Agreement shall become effective as of the date set forth on the signature page hereto.

Provider Full legal name:

Principal business address:

WHEREAS, TransactRx operates the TransactRx Provider Network that is contracted with various payers and pharmacy benefit managers for the reimbursement of drug products dispensed or administered in medical provider facilities.

WHEREAS, TransactRx is a provider of prescription claims processing services for physician offices/medical facilities and TransactRx offers a real-time web based solution for processing claims for physician administered vaccines or physician dispensed drug products covered by Contracted Plans (“**MyTransactRx.com**”).

WHEREAS, Provider desires to and is eligible to participate in the TransactRx Provider Network to be reimbursed for providing vaccines and/or prescription drug products to eligible beneficiaries in connection with the claims processing capabilities of MyTransactRx.com and the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE 1 DEFINITIONS

All capitalized terms used in this Agreement and not otherwise defined herein shall have the following definitions:

- 1.1 Affiliate. The term “Affiliate” shall mean any entity which owns or is owned by TransactRx, directly or indirectly, and any entity which is under common ownership with TransactRx directly or indirectly.
- 1.2 Average Wholesale Price or AWP. The terms “Average Wholesale Price” or “AWP” shall mean the average wholesale price of a Covered Service as established and reported by MediSpan, First DataBank, or other nationally recognized pricing source selected by TransactRx in its sole discretion. AWP shall be updated at least weekly or in accordance with reasonable industry standards with data received from the pricing source; provided, however, TransactRx receives usable and acceptable data from such pricing source, which if not received timely could result in delays. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources. In the event that the AWP pricing benchmark used by TransactRx hereunder is replaced with another benchmark calculation (such as ABP – average benchmark price), TransactRx may switch to such new pricing benchmark upon written notice to Provider, and such notice will identify any new pricing terms, if any, required to maintain comparable pricing under the new benchmark.
- 1.3 Claim. The term “Claim” shall mean the Provider request for payment in the format prescribed by TransactRx of amounts due Provider under this Agreement for providing Covered Services to Covered Individuals.
- 1.4 Co-payment or Co-pay. The terms “Co-payment” or “Co-pay” shall mean the payment due from a Covered Individual to the Provider at the time the Covered Service is provided, according to the Covered Individual’s Plan or as otherwise required by a Payer, which shall be deducted from Provider’s reimbursement hereunder. Co-payments may include, but are not limited to, flat or percentage dollar amounts, coinsurance, deductible, and preferred or formulary incentives.

- 1.5 Cognitive Services. The term “Cognitive Services” shall mean certain services, agreed upon between TransactRx and Provider that are not required by Law when providing Covered Services, but may be rendered by a Provider.
- 1.6 Covered Individual. The term “Covered Individual” shall mean an individual who is eligible, as determined by Payers, to receive Covered Services under a Plan.
- 1.7 Covered Service. The term “Covered Service” shall mean any medically necessary drugs, devices, supplies, equipment, and other items (which may include insulin, disposable insulin syringes, and other diabetic supplies) dispensed to a Covered Individual for which such Covered Individual is entitled to receive in accordance with and subject to the terms and conditions (including any quantity, refill, or other limiting provisions) of the applicable Plan, including all services usually and customarily rendered by a Provider in the normal course of business, including but not limited to dispensing, counseling, and product consultation.
- 1.8 HIPAA. The term “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and any subsequent amendments or regulations promulgated thereunder.
- 1.9 Law. The term “Law” shall mean any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards, instructions, or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.
- 1.10 Manual. The term “Manual” shall mean collectively the Provider operations manuals or provider manuals published by TransactRx, and as amended from time to time, which are provided or made available to Provider in written or electronic format to explain policies and procedures and other requirements required to be followed by Provider in connection with this Agreement.
- 1.11 NCPDP. The term “NCPDP” shall mean the National Council for Prescription Drug Programs, which is a pharmaceutical-industry trade association.
- 1.12 NDC. The term “NDC” shall mean the national drug code, which is an identifier published by the pharmaceutical industry for a prescription drug.
- 1.13 Network. The term “Network” shall mean a group of physicians that have agreed to participate in a national, state, Payer, or other network under this Agreement or obtained by acquisition or otherwise.
- 1.14 Payer. The term “Payer” shall mean the Plan Sponsor for which TransactRx provides certain prescription benefit administrative and/or management services or such Sponsor’s contracted administrator, agent or representative that contracts with TransactRx on behalf of such Payer.
- 1.15 Plan. The term “Plan” shall mean a contract, endorsement, or other agreement or program and any changes or additions thereto as may be made or amended from time to time which, by its terms, provides coverage for health care or Provider services and/or supplies or otherwise provides access to health care or Provider services and/or supplies pursuant to agreed upon terms.
- 1.16 Prescription Charge. The term “Prescription Charge” shall mean the total compensation payable to Provider for providing Covered Services to a Covered Individual. Such compensation shall be messaged to Provider via TransactRx’s electronic Claims submission system, and as more fully described in the applicable Program Requirements. The Prescription Charge is limited to the quantity of the Covered Service as prescribed, up to a thirty (30) day supply, unless a Covered Individual’s Plan and Program Requirements permits a different supply. The Prescription Charge is based on the actual bottle size, package size, or container from which the applicable Covered Service was dispensed from Provider’s stock.
- 1.17 Prior Authorization. The term “Prior Authorization” shall mean certain Covered Services, identified by TransactRx’s online system, that are not payable unless certain criteria are satisfied.

- 1.18 Program Requirements. The term “Program Requirements” shall mean those contracts, agreements and documents which set forth the rules, guidelines, policies and procedures of TransactRx and/or Payer, and may include, without limitation, Network participation requirements, credentialing, audit, drug utilization evaluation activities, prior authorization requirements, quality of care review, and/or grievance resolution procedures, as may be amended from time to time by TransactRx.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1 Independent Entities. TransactRx and Provider are independent entities, and nothing in this Agreement shall be interpreted to create any relationship other than that of independent parties contracting with each other for the sole purpose of carrying out the provisions of this Agreement. In the performance of the obligations of this Agreement, regarding any services rendered under this Agreement, by either party or its agents, servants, or employees, each party is at all times acting and performing as an independent contractor with respect to the other party, and no party shall have or exercise any control or direction over the method by which the other party shall perform such work or render or perform such services and functions. It is further expressly agreed that no work, act, commission or omission of any party, its agents, servants or employees, pursuant to the terms and conditions of this Agreement, shall be construed to make or render any party, its agents, servants or employees, an agent, servant, representative, or employee of, or joint venture with, or fiduciary of, the other party. No provision of this Agreement or any part of any Plan shall be construed to require any physician to dispense any medication or specific type of medication to any Covered Individual if, in the physician’s reasonable professional judgment, such medication should not be dispensed to such person.
- 2.2 Relationship Between Provider and Covered Individuals. The relationship between Provider and Covered Individuals is that of physician and patient. Provider shall perform all professional and other services required to be provided under this Agreement and shall be free to exercise its own judgment on all questions of professional practice. Notwithstanding the foregoing, the term “Provider” may include one or more physicians working under a single Tax ID Number but all of whom have been enrolled in MyTransactRx.com and whose enrollment has been approved by TransactRx.
- 2.3 Non-Exclusivity. This Agreement is non-exclusive, and Provider may contract with other third party entities so long as its ability to perform its obligations under this Agreement is not impaired. Nothing in this Agreement shall in any way restrict the ability of TransactRx or Provider to enter into any agreement of any kind relating to the subject matter of this Agreement.

ARTICLE 3 PARTICIPATION

- 3.1 General. Provider agrees to participate in the Network and provider programs designated herein or identified in the attached schedules. Participation in the Network shall be in accordance with this Agreement and the attached exhibits, schedules, and other rate sheets and addenda with respect thereto.
- 3.2 Other Provider Networks. TransactRx reserves the right to establish other provider networks (hereinafter “Other Networks”), which have their own set of selection criteria. If Provider does not meet the selection criteria, Provider understands and agrees that it will cooperate in the transfer of the Covered Individual information to a provider within the Other Network. In the event Provider renders Covered Services to the Covered Individual that should have been rendered by an Other Network provider, then Provider agrees that it will be deemed an out of network provider under the Covered Individual’s Plan for the rendition of said services. TransactRx will give Provider at least sixty (60) calendar days advance notice of the implementation of an Other Network.

ARTICLE 4 RESPONSIBILITIES AND OBLIGATIONS OF PROVIDER

- 4.1 Licensure and Other Requirements. Provider represents and warrants that it is, and will maintain, in good standing, all federal, state, and local licenses and certifications as required by Law. Provider further represents and warrants that it has any necessary license to and can legally dispense prescriptions for Medicare and/or Medicaid programs; and that it is not subject to exclusion, suspension or debarment from the Medicare,

Medicaid, or other government healthcare programs (as further described below). Provider further represents and warrants that it has, and will maintain, policies for general and professional liability insurance in such forms and amounts reasonable for the industry, which shall in no event be less than the amount required by Law. Provider agrees to immediately notify TransactRx in writing of any suspension, revocation, limitation, or disciplinary action taken by any State licensing or regulatory authority agency (including, without limitation the State Board of Medical Examiners or similar agency, the State Board of Pharmacy or similar agency, or Medicare or Medicaid) and of any suspensions, cancellations, or material changes of insurance coverage. Provider acknowledges that failure to maintain the appropriate license, certifications, and/or insurance policies will result in immediate termination of Provider from the Networks. Provider must provide TransactRx evidence of such licenses, certifications, and insurance policies upon request.

- 4.2 Ineligibility To Participate. Providers sanctioned by the General Services Administration, Office of Inspector General, or other applicable regulatory body, who are not eligible to participate in Medicare, Medicaid, or other Federal health care programs are not eligible to participate in any Network. Provider warrants and represents that at the time of execution of this Agreement, neither it nor any of its employees, contractors, subcontractors or agents are ineligible persons identified on the General Services Administrations' List of Parties Excluded from Federal Programs (available through the internet at <http://www.arnet.gov/epls>) and the HHS/OIG List of Excluded Individuals/Entities (available through the internet at <http://www.dhhs.gov/progorg/oig>). In the event Provider or any employees, subcontractors or agents thereof becomes an ineligible person after entering into this Agreement or otherwise fails to disclose ineligible person status, Provider shall have an obligation to: (i) immediately notify TransactRx in writing of such ineligible person status, and (ii) within ten (10) calendar days of such notice, remove such individual, entity, or location that is responsible for, or involved with, Provider's business operations related to this Agreement. Excluded Providers may not submit claims for Covered Services under this Agreement.
- 4.3 Other Provider Qualifications. Provider acknowledges and agrees that Provider does not act as or provide services under this Agreement as a mail order provider, internet provider, long term care provider, institutional provider, 340B, or specialty provider as identified by either the National Council of Prescription Drug Programs ("NCPDP") or TransactRx, unless specifically agreed to by TransactRx in writing.
- 4.4 Service Availability. Provider shall provide Covered Services to all Covered Individuals pursuant to the terms of this Agreement during regular hours of operation of Provider and in the same manner, in accordance with the same standards, and with the same availability as that offered to other persons. Provider shall use best efforts to maintain an adequate supply of drugs, devices, supplies, equipment, and other items to provide Covered Services.
- 4.5 Eligibility Verification. Provider agrees to determine, as a condition precedent to providing Covered Services, the eligibility of each Covered Individual by requesting a current Payer identification card or by requesting Covered Individual's identification number and verifying eligibility using the on-line electronic network. Provider may not be paid for Covered Services provided to an individual whose eligibility was not correctly submitted to and verified by TransactRx.
- 4.6 Providing Covered Services. Provider will provide Covered Services to Covered Individuals subject to and in accordance with this Agreement, including but not limited to any exhibits, schedules or addenda hereto, the prescriber's directions, the Plan, the TransactRx System, applicable Law, and the standard of practice of the community in which Provider provides Covered Services and in a manner so as to assure the quality of such services in a culturally competent manner. Provider agrees that all Covered Services provided to Covered Individuals under this Agreement shall be provided by a physician or by a qualified person under a physician's direction. Provider shall have a licensed physician or other designated licensed professional available during all business hours for patient consultations, which will be provided to Covered Individuals at no additional charge.
- 4.7 Collection From Covered Individuals. Upon Covered Individual's receipt of each Covered Service, Provider shall collect and retain from the Covered Individual the Co-payment for the Covered Service. Provider shall have full responsibility for the collection of such Co-payment, as well as the collection of any other charge(s) designated as a Covered Individual's financial responsibility in accordance with the terms of the applicable Plan, and shall not seek to collect any Co-payment from TransactRx or Payers. Unless otherwise directed in writing by TransactRx, in no event shall Provider collect any greater amount than that indicated via the online system or

by the Payer by some other means. Provider shall not discount, waive, reduce, or defer Covered Individual's Co-payment in whole or in part. Provider shall not: (a) balance-bill a Covered Individual for a Covered Service; (b) charge Covered Individuals any charges other than the Co-Payment related to the Covered Service; and/or (c) charge a fee to Covered Individuals as a condition to be part of Provider's panel of patients.

- 4.8 Claims Submission. In each instance when a Covered Service is provided to a Covered Individual, Provider must submit a Claim to TransactRx or its designee. Provider agrees to obtain written consent and release from each Covered Individual to permit Provider to submit the Claim for Covered Service for reimbursement to the Payer and to retain any such reimbursement as compensation for Provider's services rendered to Covered Individual. Each Claim submitted by Provider will constitute a representation and certification by Provider to TransactRx that the Covered Services were provided to the Covered Individual and that the information transmitted is accurate, complete and truthful.
- 4.9 Electronic Format. All Claims (including Compounds) for Covered Services must be submitted electronically to TransactRx or its designee via the online system in ANSI X12 or NCPDP format (then most current version) or in such other manner and format as directed by TransactRx or its designee. Failure to submit the Claim electronically when the online system is operational may be considered a material breach and grounds for termination of this Agreement and/or TransactRx may impose a reasonable handling fee per Claim in those situations in which Provider submits Claims non-electronically. Provider shall provide and maintain at its expense the equipment, software, and communications network transmission capabilities necessary to access MyTransactRx.com in order to submit Claims and receive processing messages via the online system.
- 4.10 Required Information. Claims must be submitted in accordance with Law, the Manual and as otherwise set forth in this Agreement, including any exhibits, schedules and addenda hereto. Provider must submit all required information for the Claim as required by the online system.
- 4.11 Prescriber Identification Number. Unless prohibited by Law, and in accordance with the other provisions of this Agreement, TransactRx has the right to terminate this Agreement for cause if TransactRx determines in its sole discretion that Provider has submitted an unreasonable number of Claims with invalid prescriber identification and/or provider numbers ("**Prescriber Number**"). Prescriber Numbers shall be considered invalid when: (i) the Prescriber Number submitted by Provider with the Claim is not the Prescriber Number listed on the prescription by the Prescriber; or (ii) no Prescriber Number is provided on the prescription, and the Prescriber Number submitted by the Provider with the prescription Claim is not the "default" identification number provided by TransactRx; or (iii) the Prescriber Number submitted by the Provider with the prescription Claim does not correspond to the actual prescriber of the prescription. This provision of this Agreement does not prohibit Provider from submitting valid Prescriber Numbers that may be available to the Provider through its prescription claims processing system.
- 4.12 Time for Submission. All Claims shall be submitted promptly after providing the Covered Service, and in no event later than thirty (30) calendar days after the date that Covered Service is rendered (or such longer period required by applicable Law). Failure to timely submit a Claim may result in non-payment of such Claim.
- 4.13 Claim Reversals. All submitted Claims for Covered Services not received by a Covered Individual must be reversed through the online system. Unless otherwise notified in writing by TransactRx, Provider shall submit Claim reversals within ten (10) calendar days following the date the Claim was originally submitted. In addition, this provision prohibits Provider from submitting separate Claims for a Covered Service which should have been dispensed and covered as one Claim but due to inadequate supplies or other issues is dispensed and covered on different dates or at different times as multiple Claims.
- 4.14 Clinical, Quality, and Cost Containment Efforts. In providing Covered Services to Covered Individuals, Provider shall use its best efforts in supporting TransactRx and Payers in managing the cost and quality of Covered Services. Provider shall use best efforts to cooperate with cost containment efforts such as Formularies, prior authorization programs, and drug utilization reviews which promote prescribing and dispensing of appropriate and cost-effective therapeutic alternatives, including but not limited to the following:
- 4.14.1 Lowest Cost Drugs. Provider agrees to dispense the lowest cost drug that Provider then has in stock, consistent with the orders of the prescriber, the requirements of Law, and the professional judgment of Provider. In addition, Provider agrees to inform Covered Individuals, at the time of purchase, of

any differential between the negotiated price of the drug being dispensed and the price of the lowest-priced generic alternative available, that is therapeutically equivalent and bioequivalent and available from Provider.

- 4.14.2 Generic Substitution. Provider agrees to promote generic utilization and will provide Covered Services using generic medications whenever it is: (a) not specifically prohibited by prescriber or Law; (b) available at less cost than non-generic medications; and (c) in compliance with the applicable Plan and Formulary. Provider shall maintain a record on the original prescription order of its attempt at achieving generic dispensing.
- 4.14.3 Mandatory Generic Programs. Provider shall use its best efforts to support TransactRx and Payer mandatory generic programs.
- 4.14.4 Formulary Compliance. Provider shall dispense items on the Covered Individual's Formulary to the maximum extent permitted by Law. Depending upon the Plan, if the Covered Individual objects to generic substitution, such Covered Individual may be required to pay Provider directly for the filling of the Covered Service and submit a claim for reimbursement to TransactRx or its designee or to pay the difference between the adjudicated generic price and the brand drug price in addition to any other amounts due by Covered Individual. Provider shall maintain a record on the original prescription order of its attempt at achieving Formulary compliance.
- 4.14.5 Prior Authorization. Unless otherwise instructed in writing by TransactRx, if Provider receives a system message that states "Prior Authorization Required" (or such other language to that effect) when submitting a Claim for a Covered Service, Provider shall comply with such Prior Authorization requirements and as permitted by the Plan, obtain additional information and contact the TransactRx or Payer (as applicable) prior authorization help desk to determine if the Plan Prior Authorization requirements have been satisfied.
- 4.14.6 DUR. Drug Utilization Review ("DUR") messages may appear in the online claim response. Provider must view all screens necessary to receive the message detail and act upon all such messages subject to the professional judgment of the Provider. To the extent that TransactRx or its designee provides DUR information or messages to Provider, Provider acknowledges and agrees that: (a) information contained in DUR messages is derived from third party sources and is not independently developed by TransactRx; (b) the usefulness of DUR and other information is necessarily limited by the amount of patient information input into the online system as a result of Claims processing, the amount of information provided by Payers, and the thoroughness and accuracy of industry information and information provided by third parties; (c) DUR messages and other information are intended as an aid to, and not a substitute for, the knowledge, expertise, skill, and judgment of Provider and other healthcare professionals; (d) Provider and other healthcare professionals are responsible for acting or not acting upon information generated and transmitted by TransactRx or its designee; (e) TransactRx does not control the healthcare decisions made or actions taken by Provider or other healthcare professionals, Payers, or Covered Individuals; (f) the DUR messages and other information do not contain all currently available information on healthcare or pharmaceutical practices; (g) TransactRx and its designee are not responsible for failing to include information in a DUR message, for the actions or omissions of contributors of information to TransactRx or its designee, or for misstatements or inaccuracies in industry materials utilized by TransactRx or its designee; and (h) all warranty disclaimers and exclusions made by contributors of information or data to TransactRx or its designee shall apply to TransactRx hereunder.
- 4.15 TransactRx and Payer Programs and Initiatives. Provider agrees to provide Covered Services in accordance with any TransactRx and Payer programs and initiatives. This includes, but is not limited to, cooperating in good faith with, and participating in and complying with, any credentialing, utilization review, Cognitive services, and quality assurance initiatives of TransactRx and/or Payers, as communicated to Provider, as may be amended from time to time.
- 4.16 Professional Judgment. Nothing in this Agreement is intended to limit a Provider's or physician's professional judgment or violate applicable Law. Accordingly, notwithstanding anything to the contrary in this Agreement, Provider must exercise sound professional judgment at all times when providing Covered Services to Covered

Individuals. Provider may refuse to provide Covered Services to a Covered Individual based on that professional judgment, which must be documented. Provider shall be solely responsible for its professional services rendered.

- 4.17 Covered Service Products. All drug products utilized in providing Covered Services to Covered Individuals must be in compliance with applicable federal and state requirements including those of the Federal Food and Drug Administration.
- 4.18 Rebates. TransactRx, Payers, and/or their designees have and retain the right to submit all Claims for Covered Services for Covered Individuals to pharmaceutical companies in connection with rebate, discount or other similar programs. Unless otherwise agreed to in writing, Provider shall not submit any of the Claims for Covered Services for Covered Individuals to any pharmaceutical company for the purpose of receiving any rebates or discounts.
- 4.19 Grievance/Complaint Procedures. Provider agrees to cooperate fully with any applicable Covered Individual grievance, complaint, or similar procedure, including but not limited to, informing Covered Individuals of applicable grievance and/or complaint rights. Further, Provider agrees to fully cooperate with, and provide information requested by TransactRx and/or Payers, to enable TransactRx and/or Payers to conduct and resolve grievances that may be raised by Covered Individuals, Payers, or other providers regarding the provision of Covered Services by Provider, and Provider shall comply with any final determinations made relating to any such grievances. Disputes of malpractice are outside the scope of this Agreement. This provision shall survive termination of this Agreement.
- 4.20 Appeals Procedures. Provider agrees to comply with any applicable Covered Individual appeal(s) procedures, including but not limited to, informing Covered Individuals of applicable Appeal rights. This provision shall survive termination of this Agreement.
- 4.21 Non-discrimination. Provider shall not discriminate or differentiate against any Covered Individual as a result of his or her enrollment in a particular plan, or because of race, color, creed, national origin, ancestry, religion, sex, sexual orientation, marital status, age, disability, payment source, state of health, need for health services, status as a Medicare or Medicaid beneficiary, or any other basis prohibited by Law.
- 4.22 Notification of Legal Action. Provider shall notify TransactRx or its designated agent of any legal or administrative claim made or action filed against Provider arising from this Agreement, by a Covered Individual, or otherwise which could affect the ability of Provider to carry out of this Agreement within ten (10) calendar days of receipt of such claim or action.
- 4.23 Coordination of Benefits. Provider agrees to cooperate in good faith with TransactRx and Payers regarding coordination of benefits and to notify TransactRx promptly after receipt of information regarding any Covered Individual who may have a Claim involving coordination of benefits. Provider shall use its best efforts to secure information from Covered Individuals and other medical benefit plans to facilitate the coordination of benefits. When a Payer has been determined to be other than the primary payer, payment hereunder shall be based upon the Prescription Charge, reduced by the amount paid for the Covered Service by the primary and other tertiary plans. Provider agrees to accept such amount as payment in full for the Covered Service. Notwithstanding the foregoing, this Section shall not be construed to require Provider to waive coinsurance, indemnity balances and deductibles in contravention of any Medicare rule or regulation, nor shall this Section be construed to supersede any other Medicare Law.
- 4.24 Subrogation. Provider agrees to cooperate with TransactRx regarding subrogation and to notify TransactRx promptly after receipt of information regarding any Covered Individual who may have a Claim involving subrogation.
- 4.25 Program Conditions and/or Requirements and Manual. Provider agrees to comply with the Program Conditions and/or Requirements and the Manual.
- 4.26 Compliance with Law. Provider acknowledges that various state and federal mandates and guidelines may apply with respect to this Agreement and the pharmacy dispensing services provided under this Agreement. Provider represents and warrants that it is, and shall remain, in compliance with all applicable

laws, including but not limited to all applicable Medicare laws, regulations, and CMS instructions, all laws applicable to individuals and entities receiving Federal funds and all other applicable Federal and State laws, regulations, and governmental issuances, including but not limited to those governing participation in the Medicare Advantage Program, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act, the Rehabilitation Act of 1973, all applicable Federal and State anti-kickback statutes, and all Federal and State privacy and security requirements, including the privacy and security provisions contained in 42 CFR Section 403.812.

- 4.27 Provider Certification. Provider hereby certifies that it has provided the information required in Exhibit B to this Agreement and acknowledges that it has reviewed the Provider Attestation in Attachment 1 to Exhibit B and represents and warrants that the answer to each and every item is correct, based on complete, current, correct, and not misleading information. Provider shall update the Provider Certification promptly upon any material changes in the information contained therein, and otherwise upon request of TransactRx, and shall immediately notify TransactRx of any information that would make any of the statements in the Provider Attestation inaccurate.

ARTICLE 5 COMPENSATION AND PAYMENT

- 5.1 Payment in Full. Provider will accept as payment in full for Covered Services rendered to Covered Individuals in accordance with this Agreement the amounts provided for in this Agreement, including the pricing Schedules hereto and any pricing Schedules, rate exhibits, amendments, or addenda entered into or agreed to by the parties prior to, on, or after the Effective Date of this Agreement (all of which are incorporated herein by this reference). Provider shall not be paid for prescriptions and/or services that are not Covered Services under the Plan. Unless otherwise agreed to in writing by the parties, Claims will be paid at the discounted AWP reimbursement rate minus the TransactRx claim transmission fee as identified by the TransactRx System at the time of Claim submission. In addition, Provider may seek reimbursement for costs associated with administration of any Provider-Administered Vaccine as permitted by Section 202(a) and/or 202(b) of the Tax Relief and Health Care Act of 2006 or other applicable Law.
- 5.2 Payment Processing Cycles. TransactRx shall process or arrange to process all Claims submitted for payment which are accurate, complete, and otherwise in compliance with this Agreement within thirty (30) calendar days of receipt. TransactRx shall issue or arrange to issue or require Payers to issue checks for payment of Claims at least every thirty (30) days. Provider acknowledges that TransactRx operates only as an intermediary between Payers and Provider with respect to payment. Payers have agreed with TransactRx to pay sufficient funds for claims submitted by Provider. Provided that sufficient payment has been received by TransactRx from Payer and provided the applicable Copayment has been collected by Provider, TransactRx will pay Provider for Covered Services provided to Covered Individuals in accordance with the payment rate information communicated to Provider through the electronic claims system, less the applicable Copayment; and Provider agrees not to seek reimbursement above and beyond the amount identified in this Agreement and communicated via the electronic claims system from TransactRx or the applicable Payer. TransactRx has no liability to Provider for nonpayment or for any delay in payment from a Payer and Provider shall look solely to the Payer for payment; provided that if a Payer has made payment to TransactRx as required under the agreement between the Payer and TransactRx, Provider shall look solely to TransactRx for payment of such amounts. To enable TransactRx to carry out the provisions of this Article 5, Provider hereby authorizes TransactRx as its limited agent for the purpose of receiving remittance advices, utilization reports, payments, and other information provided by Payers on behalf of Provider.
- 5.3 Overpayments and Authorized Deductions. Any amounts owed by Provider to TransactRx (including but not limited to claim transmission fees and overpayments from Claim reversals, errors, inaccurate submissions, or otherwise) shall become immediately due and owing and shall be paid by Provider to TransactRx upon request. Provider agrees not to attempt to affect any accord or satisfaction through a payment instrument or accompanying written communication and not to conditionally or restrictively endorse any payment instrument; and TransactRx shall not be bound by any such attempt or endorsement. In the event of non-payment by Provider or as otherwise authorized by this Agreement or at TransactRx's discretion, TransactRx may deduct or offset any overpayments or other amounts owed by Provider to TransactRx from any amounts

otherwise payable to Provider. TransactRx further reserves the right, in its sole discretion, to require Provider to assign to TransactRx any collection rights Provider may have against any person.

- 5.4 Payment for Cognitive and/or Other Services. TransactRx may, at its discretion and if Provider agrees, make payments to Provider with respect to Cognitive Services and/or other services provided to Covered Individuals. Such payments may result in different amounts payable to Provider hereunder.
- 5.5 Taxes. If any taxes, assessments, and/or similar fees (“**taxes**”) are imposed on Provider by a governmental authority for the provision of Covered Services to Covered Individuals, Provider shall be responsible for such taxes and shall not pass such taxes on to Covered Individuals, Payers or TransactRx unless specifically required to do so under applicable Laws or expressly permitted to do so by TransactRx or Payer. In no event shall TransactRx be liable for any taxes or the determination of the amount of taxes.
- 5.6 Objection To Payment. Provider must promptly notify TransactRx in writing of any alleged error, miscalculation, discrepancy or basis for disputing the correctness or accuracy of any Claim (whether paid, denied, rejected, reversed, or otherwise) within one hundred eighty (180) calendar days after payment is due. Otherwise, Provider will be deemed to have confirmed the correctness and accuracy of the Claims processed and/or paid during that financial cycle. In no event will TransactRx have liability above or beyond the aggregate amount of Claims during such one hundred eighty (180) calendar day period. To request an adjustment to a Claim payment, Provider must timely submit to TransactRx sufficient documentation to evidence that the Claim was paid incorrectly. This objection and time limitation does not apply with respect to any overpayments that may be made to Provider.
- 5.7 Covered Individual Held Harmless. Prior to providing Covered Services to a Covered Individual, Provider will collect from each Covered Individual the applicable Copayment as required by this Agreement. Provider will in no event (including, but not limited to, non-payment by TransactRx or any Payer, TransactRx’s or any Payer’s insolvency, or breach of this Agreement) bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, a Covered Individual or other persons acting on their behalf. In the event of Payer’s insolvency or other cessation of operations, Provider agrees that benefits to Medicare Risk Covered Individuals will continue through the period for which premium has been paid. This provision does not prohibit the collection of Copayments or charges for non-covered services or items; however, Provider shall not add additional charges to the Copayment for the provision of Covered Services under this Agreement. This provision will survive the termination of this Agreement and supersedes any oral or written contrary agreement now existing or hereafter entered into between Provider and Covered Individual or someone acting on the Covered Individual’s behalf.

ARTICLE 6 RECORD MAINTENANCE AND ACCESS

- 6.1 Maintenance of Records. Provider agrees to maintain records as is required by TransactRx, by Law, or by appropriate regulatory authorities as such relate to Covered Services to be provided in accordance with this Agreement for a period of no less than ten (10) years (or such longer period required by Law) following the termination of this Agreement. Without limiting the generality of the foregoing, Provider shall maintain all Provider records and data relating to the provisions of Covered Services to Covered Individuals and its responsibilities under this Agreement in a manner consistent with appropriate Provider standards and Laws, including, without limitation, maintaining original prescription orders, patient signature logs, pharmaceutical purchase records, prescriber information, patient profiles, billing records, and payments received from, or on behalf of, Covered Individuals. With respect to re-written prescription, re-written prescriptions for Covered Services must contain all appropriate documentation which was on the original prescription. TransactRx may withhold, deny, or chargeback payments where records and logs are not maintained as required hereunder.
- 6.2 Access to Records. During the Term of this Agreement and for two (2) years thereafter, TransactRx, Payers, and any and all applicable governmental authorities, shall have access at all reasonable times to Provider’s books, records and other papers which relate to this Agreement and/or Covered Services, including, without limitation, original prescription orders, patient signature logs, pharmaceutical purchase records, prescriber information, patient profiles, billing records, and payments received from, or on behalf of, Covered Individuals.
- 6.3 Survival of Termination. The provision of this Article 6 shall survive the termination of this Agreement.

**ARTICLE 7
AUDITS**

- 7.1 **Audit Procedures.** TransactRx, a Payer, the Comptroller General of the United States (“**Comptroller**”), the Department of Health and Human Services (“**DHHS**”), the Centers for Medicare and Medicaid Services (“**CMS**”), and their respective duly authorized representatives or designees shall have the right, for the term of this Agreement and for ten (10) years thereafter (or such longer period required by Law) to review, audit, examine, and reproduce any of Provider’s books, records, prescription files, and other documentation pertaining to Covered Services for Covered Individuals and/or Provider’s compliance with this Agreement. TransactRx will provide Provider with fifteen (15) calendar days prior notice, or such lesser or greater time as is required by Law, of any onsite audit. In addition, Provider shall provide records or copies of records requested by TransactRx, a Payer, Comptroller, DHHS, CMS, or their third party authorized representatives or designees within ten (10) calendar days from the date of such written request or such shorter time required by Law. Provider agrees to fully cooperate in good faith with such audits, regardless of the form of such audit, including but not limited to, onsite audits and audits by mail, in-house desk audits, drug utilization reviews and detection of Claim submission errors. If TransactRx is denied admission to the Provider or if Provider does not timely present requested documentation and records, Provider may be assessed a reasonable audit fee or TransactRx may deem 100% of the Claims to be audited as noncompliant and due and owing to TransactRx. In addition, where based on a sampling of audited Claims, if TransactRx determines that Provider has engaged in fraud or abuse or has made common errors in the submission of Claims, TransactRx has the right to extrapolate for purposes of determining the amount due and owing to TransactRx for noncompliant Claims to the extent not prohibited by Law.
- 7.2 **Audit Discrepancies.** Audits of Provider will be conducted to determine non-compliant or discrepant Claims, which include, but are not limited to, the following: Provider billed for brand, but dispensed generic; quantity dispensed does not reflect the prescription order, ethical use, exceeds or is not in accordance with the Covered Individual’s Plan; missing (or not timely produced) hard copy prescriptions; reason not specified on prescription when refill too early message is over-ridden; inaccurate Prescriber Numbers submitted; NDC number billed not in accordance with NDC number administered; NDC number of product or number of units billed does not reflect Covered Service.
- 7.3 **Audit Recovery.** If it is determined by TransactRx or its designee that overpayments were made to Provider, any such overpayment shall become immediately due and owing and shall be paid by Provider to TransactRx upon notice to Provider. TransactRx may, at its sole discretion, deduct or offset such amount of any overpayments made to Provider from any amounts otherwise payable to Provider.
- 7.4 **Provider Non-Compliance.** If Provider is deemed non-compliant with this Agreement, certain penalties may apply, including, but not limited to, fees, interest, penalties, damages, or other charges imposed upon TransactRx by governmental entities, regulatory agencies, and/or Payers. TransactRx has the right to deduct any such amounts from any amounts payable to Provider. TransactRx may report its audit findings to Payers, appropriate governmental entities, and/or regulatory agencies.
- 7.5 **Survival of Termination.** The provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8
INSURANCE, INDEMNIFICATION AND ACCOUNTABILITY**

- 8.1 **Insurance.** Provider, at its sole cost and expense, shall procure and maintain policies of general and professional liability insurance and such other insurance as shall be necessary to insure it and its employees against any claim or claims for damages arising out of, or related to, alleged personal injuries or death occasioned directly or indirectly in connection with the performance of Covered Services and activities of Provider, and/or the use of any facilities, equipment or supplies provided by Provider. Each of such policies shall be amounts of at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate, or such greater amount required by Law. In addition, all health care professionals employed or under contract with Provider to provide Covered Services to Covered Individuals shall procure and maintain such insurance, unless such health care professionals are covered under Provider’s insurance policies. Provider shall name as an additional insured TransactRx, its successors and assignees. Provider shall immediately notify

TransactRx in writing of any suspension, cancellation, or material change of insurance coverage. Provider shall furnish TransactRx reasonable proof of such insurance as may be requested upon execution of this Agreement and/or at any reasonable time thereafter. Provider acknowledges and agrees that failure to maintain the appropriate insurance policies will result in immediate termination of this Agreement. This provision shall survive the termination of this Agreement.

- 8.2 **Indemnification.** All liability arising from the provision of Covered Services and any other services rendered by Provider will be the sole responsibility of Provider. Provider will indemnify, defend, and hold harmless TransactRx, its designees, Payers, and their respective shareholders, officers, directors, employees, agents, and representatives from and against any and all liabilities, losses, awards, settlements, claims, injuries, damages, expenses, demands, penalties, or judgments of any kind (including reasonable costs, expenses, and attorneys' fees) that may result or arise out of: (a) any actual or alleged malpractice, negligence, misconduct, or breach by Provider in the performance or omission of any act or responsibility assumed by Provider; (b) the provision of Provider services for the sale, compounding, dispensing, manufacturing, or use of a drug or device dispensed by Provider; or (c) the breach or alleged breach by Provider of any representation, warranty, or covenant of Provider as set forth in this Agreement.
- 8.3 **Data Processing Limitations.** Provider acknowledge that TransactRx or its designee will provide electronic claims/data processing services (hereinafter the "**Data Processor**"). TransactRx MAKES NO EXPRESS WARRANTIES AS TO SUCH DATA PROCESSING SERVICES, AND NO WARRANTIES ARE TO BE IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TransactRx, ITS SUBSIDIARIES OR AFFILIATES, OR ITS SUBCONTRACTORS, HAVE ANY LIABILITY WHATSOEVER TO PROVIDER ARISING OUT OF OR IN CONNECTION WITH SUPPLYING OR FAILING TO SUPPLY THE DATA PROCESSING SERVICES. Provider acknowledges that Data Processor has expended substantial sums in creating and obtaining rights in the applications software programs used in the provider program(s) (the "**System**") and has substantial proprietary interest and valuable trade secrets therein. At no time during the term of this Agreement or thereafter may Provider assign, sell, license, let, duplicate, transfer, pledge or hypothecate the System or any portion thereof. Provider shall utilize reasonable security controls to protect the System which are no less stringent than those Provider uses to protect its own proprietary rights. Provider agrees that all data submitted to the Data Processor for processing and all output provided by the Data Processor shall be delivered and transported to and from Provider at its sole risk, cost and expense. Ownership rights to all data and information submitted to Data Processor or TransactRx in connection with this Agreement shall vest in TransactRx.
- 8.4 **Limitation of Liability.** Notwithstanding any other term of this Agreement, in no event shall TransactRx be liable to Provider for special, indirect, incidental, exemplary, consequential (including but not limited to loss of profits) or punitive damages arising from the relationship of the parties or the conduct of business under this Agreement (even if TransactRx has been advised of or has foreseen the possibility of such damages).

ARTICLE 9 CONFIDENTIAL AND PROPRIETARY RIGHTS

- 9.1 **Covered Individual Records.** Provider and TransactRx agree that all Covered Individual records shall be treated as confidential so as to comply with all Laws regarding the confidentiality of Covered Individual records, including, without limitation, the HIPAA and amendments thereto, and/or is prudent in accordance with applicable industry standards. Provider agrees to execute any documents reasonably necessary for Provider, TransactRx and/or a Payer to comply with HIPAA. Provider agrees never to provide Covered Individuals' information to others for Provider's pecuniary gain. Nothing herein is meant, however, or shall be construed, to limit the rights of TransactRx, or the rights of governmental authorities, to inspect and copy any accounting, administrative, or Covered Individual records maintained by Provider pursuant to Article 7 of this Agreement.
- 9.2 **Confidential and Proprietary Information.** Provider agrees that all terms contained herein and within any other agreement between TransactRx and Provider, and all pricing, programs, services, business practices, and procedures of TransactRx and Payers are confidential and/or proprietary. Provider agrees to maintain the confidential nature of such materials and not to disclose the terms and conditions contained herein or contained in any other agreement with TransactRx or any pricing, programs, services, business practices, or procedures of TransactRx or Payers, without the express written consent of TransactRx or the applicable Payer,

unless such information is already publicly available due to no fault of Provider or such disclosure is required to comply with any Law.

- 9.3 **Remedies.** Provider shall promptly notify TransactRx if it becomes aware of any use of confidential information or data that is not authorized by TransactRx. Provider acknowledges and agrees that any unauthorized disclosure or use of confidential and/or proprietary information or data obtained from or provided by TransactRx would cause TransactRx immediate and irreparable injury or loss that cannot be fully remedied by monetary damages. Accordingly, if Provider fails to comply with this Article 9, TransactRx is entitled to seek and obtain injunctive relief, monetary remedies, and/or such other damages as available by Law against Provider.

ARTICLE 10 MARKETING, ADVERTISING, AND PUBLICITY

- 10.1 **Publish Provider Information.** Provider agrees to provide to TransactRx, and agrees that TransactRx may publish, Provider's name, address, telephone number, hours of operation and other similar descriptive information or information reasonably required for any advertisement, literature or publication produced for the marketing, administration and/or operation of a provider program or Network. Provider's use of the name or a symbol, trademark or service mark of TransactRx or its Affiliates or subsidiaries in any advertisement, literature, publication, pamphlet or sign Provider uses, whether or not such use relates to Provider's participation in the provider program(s) or Network(s), shall be subject to the prior written consent of TransactRx. Notwithstanding such consent, nothing herein shall be deemed to grant Provider any rights in such names, symbols, trademarks or service marks. Upon termination of this Agreement, Provider agrees to immediately cease all such use.
- 10.2 **Marketing and Promotion.** Provider shall make reasonable efforts, as permitted by applicable Law, to assist TransactRx or Payers in marketing Plans. Provider shall ensure that all Provider facilities maintain reasonable TransactRx or Plan promotion, membership and marketing materials as reasonably requested by TransactRx or Payer, consistent with the signage visibility and marketing support granted to third parties other than TransactRx.
- 10.3 **Direct Marketing.** Provider shall not directly market to or solicit Covered Individuals without written authorization from TransactRx and the applicable Payer. Such marketing and soliciting activities to Covered Individuals shall include without limitation direct marketing campaigns and solicitations via mail, telephone, internet or any other means available.
- 10.4 **Public Comments.** TransactRx and Provider agree that, in the event of conflict involving the terms of this Agreement or termination of this Agreement, both TransactRx and Provider will refrain from publicly disparaging the other.

ARTICLE 11 GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1 **Choice of Law.** This Agreement shall be construed, interpreted, and governed by the Laws of the State of South Carolina, without giving effect to its conflict of laws provisions. The operation of Provider or the professional practice of Provider shall in all respects be governed by the laws of the state wherein the Provider is located and where the practice of Provider is performed.
- 11.2 **Dispute Resolution.** In the event that any dispute, claim or controversy arising out of or relating to this Agreement arises between Provider and TransactRx, except for disputes deemed by TransactRx to be related to termination without cause of this Agreement, both agree to meet and make a good faith effort to resolve the dispute. If such efforts are unsuccessful, either party may commence arbitration by filing an arbitration demand with the American Arbitration Association ("AAA") or American Health Lawyers Association ("AHLA") within thirty (30) calendar days of the meeting. The dispute will be resolved through arbitration to be conducted in Spartanburg, South Carolina.

Any dispute subject to arbitration shall be settled by binding arbitration, strictly in accordance with this Agreement, except to the extent the dispute is required by Law to be resolved by a state or federal authority. The parties shall not have the right to

participate as a member of any class of claimants pertaining to any dispute subject to arbitration hereunder, nor shall there be any authority for disputes arising hereunder to be arbitrated on a class action basis. Arbitration shall be limited only to disputes arising between Provider and TransactRx and cannot be consolidated or joined with claims of other persons who may have similar claims.

The Commercial Arbitration Rules of the AAA or AHLA shall apply, using a three (3) member panel of arbitrators. Any dispute under \$500,000 shall be handled by expedited procedures under the AAA or AHLA. The panel shall consist of one (1) arbitrator selected by Provider, one (1) arbitrator selected by TransactRx, and the third independent arbitrator shall be selected and agreed upon by the first two arbitrators. The parties may also use a single arbitrator, provided they mutually agree to do so and mutually agree on the choice of arbitrator. The decision of the arbitrator, if a single arbitrator is used, or the majority decision of the arbitrators, if a panel is used, shall be binding. The cost of any arbitration proceeding under this Section shall be shared equally by the parties to such dispute unless otherwise ordered by the arbitrator(s). Judgment upon the award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction. In the event the dispute is required by Law to be resolved by a state or federal authority, TransactRx and Provider agree to be bound by the findings of such state or federal authority.

- 11.3 Dispute Resolution with Payer. In the event that any dispute, claim or controversy arising out of or relating to this Agreement arises between Provider and Payer, Provider shall exhaust all internal Payer administrative appeal, grievance or other dispute resolution mechanisms prior to the submission of any unresolved disputes to a third party. If such dispute resolution efforts are unsuccessful, such dispute shall be resolved by binding arbitration, in accordance with the applicable Payer's dispute resolution procedures.
- 11.4 Survival of Termination. This Article 11 shall survive termination of this Agreement.

ARTICLE 12 TERM AND TERMINATION

- 12.1 Term. This Agreement shall be effective as of the Effective Date appearing on the signature page hereof and shall continue in effect for a one (1) year term, and shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal to the other party at least sixty (60) calendar days' prior to the end of the initial term or any renewal term.
- 12.2 Termination. This entire Agreement may be terminated as follows:
- (a) Automatic Termination. This Agreement will terminate automatically without notice with respect to Provider as of the date on which such Provider fails to maintain appropriate licensure, registration, certification, good standing, or insurance, as required under this Agreement and/or Law.
 - (b) Immediate Termination Rights. TransactRx may terminate this Agreement immediately upon written notice to Provider in the event of:
 - (i) Breach of any representation, warranty or covenant of Provider in this Agreement;
 - (ii) The transfer of ownership of any of Provider's practice to a new owner, or if the right to control any aspect of Provider's operations is transferred to another person or entity;
 - (iii) Provider becomes insolvent, admits it is unable to pay its debts, an action is filed by or against Provider under the Federal Bankruptcy Act or any other Law or act regarding insolvency, reorganization, arrangement, or extension for the relief of debtors, including any assignment for the benefit of creditors, the appointment of a receiver or trustee for transfer or sale of a material portion of Provider's assets, or TransactRx's receipt of a writ of attachment, execution or garnishment;
 - (iv) Provider or Provider's employees act in an illegal, unethical, unscrupulous or immoral manner which adversely impacts the reputation of TransactRx, its Affiliates, or Payers;
 - (v) TransactRx has reason to believe in its sole discretion that the health or safety of a Covered Individual(s) may be in jeopardy; or
 - (vi) Provider engages in any fraudulent activity related to the terms of this Agreement.
 - (c) Event of Default. Either Party may terminate this Agreement at any time for material breach by the other party by giving at least thirty (30) days' written notice to the other party, or such longer period

as required by Law, which termination shall become effective at the end of such notice period if such breach is not cured to the satisfaction of the non-breaching party by such date.

- (d) Provider Termination Right. Provider may terminate this Agreement in accordance with Section 13.2 in the event Provider objects to any amendment made under Section 13.2 of this Agreement or without cause upon a ninety (90) day written notice to TransactRx (or such longer period as required by Law).
- (e) Provider Program and/or Network Termination. TransactRx may terminate Provider from participating in any specific Network or provider program, including but not limited to any Network or provider program as it relates to a specific Plan or Payer, without cause upon a thirty (30) day written notice to Provider (or such longer period as required by Law).
- (f) Termination of Website Use. TransactRx, in its sole discretion, reserves the right to terminate Provider's use of the Website and Services (described in Article 14) at any time without notice. In addition, if the Agreement terminates for any reason, Provider's access to the Website and Services may, in TransactRx's sole discretion, be extended for up to 60 days to continue to be used in accordance with the Agreement, including the Terms of Use in Article 14.

- 12.3 Rights and Remedies in the Event of Termination or Breach. In the event of termination or breach of this Agreement, in addition to all other rights and remedies TransactRx may have at Law, equity, or under this Agreement, TransactRx shall have the right, upon notice to Provider, to: (i) deduct from any amounts owing to Provider any amounts which Provider owes TransactRx; (ii) impose reasonable investigation, collection, audit, and/or similar fees with respect to any breach of this Agreement; (iii) suspend performance of any and/or all of TransactRx's obligations under or in connection with this Agreement, including, without limitation, TransactRx's obligation to process claims; and/or (iv) suspend Provider's performance of any and/or all of Provider's obligations under or in connection with this Agreement.

In the event this Agreement is terminated, Provider shall submit all Claims for Covered Services dispensed before the date of termination within five (5) calendar days after the date of termination. Any rights to payment for any Claim submitted after such time, whether or not the same would qualify as a Claim, shall be deemed forfeited, and Provider agrees to hold TransactRx, Affiliates, their subsidiaries, subcontractors, Payers, and each of their respective employees, shareholders, members, officers and directors and the Covered Individual receiving the Covered Service harmless for any expense associated therewith.

Upon termination of this Agreement, Provider shall return, at its expense, any Manuals, decals, participation identification materials and other documents or materials supplied to Provider by TransactRx in connection with this Agreement and/or any provider program or Network, including all confidential and proprietary information of TransactRx.

Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. The termination rights hereunder are in addition to any and all other rights and remedies that may be available to TransactRx under this Agreement.

ARTICLE 13 GENERAL PROVISIONS

- 13.1 Entire Agreement. This Agreement together with all schedules, attachments, exhibits, Manuals, and addenda attached hereto or incorporated herein, contains the entire Agreement between TransactRx and Provider, all of which are incorporated by reference as if fully set forth herein and referred to collectively as this "**Agreement**". Any prior oral or written agreements, promises, negotiations, or representations concerning the subject matter covered by this Agreement are terminated and of no force and effect except that all existing pricing schedules and addenda shall be incorporated into this Agreement, unless otherwise provided for in any attached Schedule to this Agreement. This Agreement will be effective and binding on the parties only if the duly authorized signatures of the parties are affixed hereto where indicated on the signature page.
- 13.2 Amendments/Modifications. This Agreement may be altered or amended only with the written consent of each party hereto; except that TransactRx may amend any term, part or provision of this Agreement, including,

without limitation, any exhibits, Manuals, schedules, amendment or addenda, by giving written notice to Provider at least ten (10) calendar days (or such longer period required by Law) prior to the Effective Date of the amendment (“**notice period**”). Notwithstanding the foregoing, TransactRx may amend the Terms of Use as described in Article 14. If Provider objects to any such amendment(s), Provider may terminate this Agreement by giving TransactRx written notice of termination of this Agreement prior to the expiration of the notice period, which termination shall become effective thirty (30) days after the date of such notice of termination, or such other longer or shorter period required by Law. If Provider does not provide written notice of termination of this Agreement to TransactRx within the notice period, then Provider will be deemed to have accepted such amendment, and Provider agrees that such amendment(s) shall not require a separate signature in order to be effective.

- 13.3 **Assignment.** No part of this Agreement may be assigned by Provider without TransactRx’s prior written consent, and any attempted assignment without such consent shall be void. Provider acknowledges and agrees that TransactRx, without consent, may assign all or any part of this Agreement and/or TransactRx’s rights, privileges or duties under this Agreement to any direct or indirect parent, subsidiary, or Affiliate or to a successor company.
- 13.4 **Third Party Agreements/Subcontractors.** TransactRx may subcontract all or any part of its obligations under this Agreement to a third party provided that such subcontractor agrees to perform the services as set forth herein. Provider will be advised of such subcontracting relationships when necessary to enable Provider to perform its duties under this Agreement.
- 13.5 **Lawful Interpretation.** This Agreement will be interpreted and performed in compliance with all Laws. If this Agreement or any part hereof is found not to be in compliance with any Law, then the parties shall renegotiate this Agreement for the sole purpose of correcting the non-compliance.
- 13.6 **Force Majeure.** The parties shall be excused, discharged, and released from performance under this Agreement to the extent that all or part of this Agreement cannot be performed due to causes which are outside the control of TransactRx and Provider, and could not be avoided by the exercise of due care, including but not limited to acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive activity or sabotage, terrorist activity, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, freight embargoes, or by any enforceable Law. The foregoing shall not be considered to be a waiver of any continuing obligations under this Agreement, and as soon as conditions cease, the party affected thereby shall fulfill its obligations as set forth under this Agreement.
- 13.7 **Severability.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the remaining provisions shall be construed liberally in order to effectuate the purposes hereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.8 **Waiver.** Neither the waiver by either of the parties of a breach or a default of any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement, shall thereafter be construed as a waiver of any subsequent breach or default of any of the provisions of this Agreement. A waiver by either party of strict compliance with the terms of this Agreement shall only be effective if in writing and signed by both parties hereto, and shall not be effective with respect to any prior or subsequent failure by either party to comply with any term of this Agreement.
- 13.9 **Binding Effect.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, their agents, successors and permitted assigns unless otherwise set forth herein or agreed to in writing by the parties.
- 13.10 **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing, postage prepaid, and shall be sent via facsimile transmission or by United States first class mail or by certified or registered mail to the parties at the addresses indicated on the first page of this Agreement (or such other addresses that the parties may hereafter designate) or may be provided electronically to Provider using the email address provided by Provider contact; provided however that any notice of dispute or termination by Provider must be sent by certified or registered mail to TransactRx at the address indicated on the first page of this Agreement,

with a copy sent by certified or registered mail to the following (or such other address designated by written notice of TransactRx):

TransactRx
201 West Saint John Street
Spartanburg, SC 29306
Attn: CFO

With copy to
TransactRx
201 West Sain John Street
Spartanburg, SC 29306
Attn: Legal

The notice shall be effective on the third business day after deposit in the U.S. Mail if sent by certified mail or on the date of electronic confirmation of facsimile receipt if sent by facsimile.

- 13.11 **Federal Funds.** Provider acknowledges and agrees that claims data and information provided in connection with this Agreement may be used for purposes of obtaining Federal funds. Provider agrees that it is bound by 45 CFR Part 76 and represents and warrants that it is not excluded by the Department of Health and Human Services Office of the Inspector General or by the General Services Administration.
- 13.12 **Payer's CMS Contract Obligations.** In accordance with 42 CFR 423.505(i)(1), 42 CFR 423.562(a)(4), and 42 CFR 422.504(i)(1), notwithstanding anything to the contrary agreed to by the parties, Payer maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Part D contract with CMS and for ensuring that Provider satisfies its obligations under Payer's Medicare Part D plan. Further, Provider agrees to participate in Payer's Medicare Part D Plan under the terms and conditions agreed to by the parties in this Agreement. Any such services or other activity performed by Provider in connection with Payer's Medicare Part D Plan shall be consistent and comply with Payer's contract with CMS as required by 42 CFR 423.505(i)(3)(iii) and 42 CFR 422.504(i)(3)(iii).
- 13.13 **Delegated Activities.** In accordance with 42 CFR 423.505(i)(3)(ii) and (i)(4)(ii) and 42 CFR 422.504(i)(3)(ii) and (i)(4)(ii), in the event CMS or Payer determines that Provider has not performed satisfactorily under this Agreement, the delegated activities and reporting responsibilities of Provider may be revoked.
- 13.14 **Payer Oversight.** In accordance with 42 CFR 423.505(i)(3)(ii) and (i)(4)(iii) and 42 CFR 422.504(i)(3)(ii) and (i)(4)(iii), Payer will establish and maintain ongoing monitoring and oversight of all aspects of Provider's performance of its obligations in connection with Payer's Medicare Part D Plan. Provider agrees to cooperate with any such monitoring oversight by Payer.
- 13.15 **Electronic Prescribing.** In accordance with 42 CFR 423.159 and 42 CFR 423.505(b)(6), Provider will support and comply with electronic prescription standards developed by CMS, as applicable, once final standards are effective with respect to Covered Individuals.
- 13.16 **Payer Contract Obligations.** Provider acknowledges that this Agreement is entered into subject to TransactRx's contracts with Payers ("**Payer Contracts**"), and Provider agrees to abide by all provisions applicable to Provider under the Payer Contracts.
- 13.17 **Headings.** The paragraph headings herein are for convenience purposes only and are not to be utilized in construction of the provisions of this Agreement.

ARTICLE 14 WEBSITE AND PORTAL STANDARD TERMS OF USE

14. The following Terms of Use apply to Provider's use of MyTransactRx.com and any of its information, features, or services (all together referred to as "the Website and Services"). By using the Website and Services, Provider hereby agrees to the Agreement including these Terms of Use. Certain features of the Website and Services may be governed

by additional terms of use. By agreeing to these Terms of Use, Provider hereby agrees to all applicable terms and restrictions including any additional terms of use described herein or later added.

- 14.1 Authority. Provider agrees that he/she is able, and has the authority, to accept the Terms of Use for the Website and Services and that he/she will use the Website and Services in a manner consistent with these Terms of Use. Further, Provider represents and warrants that only Provider will use the Website and Services.
- 14.2 Changes to the Terms of Use. TransactRx may update and change these Terms of Use from time to time without separate notice to Provider. Provider is responsible for reviewing these Terms of Use on a regular basis to ensure the ability to comply with them. By using or accessing the Website and Services after changes have been made to the Website and Services or to these Terms of Use, Provider is agreeing to accept those changes.
- 14.3 Protecting Information. Provider is responsible for ensuring that only Provider and authorized personnel have access to Provider's userID(s) and password(s). Provider should keep any correspondence relating to the Website and Services (including, but not limited to, user ID, passwords, other registration information, e-mails, order information, or any other information) confidential and in a safe place. If other people have access to Provider's computer, handheld device, user ID or password, or other personal information, they may be able to access information Provider has obtained from the Website and Services. TransactRx is not responsible for the security or privacy of any such information under these circumstances. Any information transmitted through the Website and Services will be solely the responsibility of the registered user whose ID and password was utilized to gain access. Provider agrees to notify TransactRx at the address in Section 13.10 if Provider becomes aware of or suspects any loss or unauthorized use of Provider's login information (user ID or password). TransactRx is not responsible for the security of Provider's internet access services provider, and Provider should review any applicable security and privacy policies carefully.
- 14.4 Use of the Website and Services. Provider agrees to use the Website and Services only for lawful purposes and in a manner consistent with their intended use, the Agreement and these Terms of Use. TransactRx may, at any time and without notice, prohibit access to the Website and Services to any individuals whom TransactRx determines are using the Website and Services in a way not permitted under these Terms of Use, who is restricting or prohibiting any other user from using or enjoying the Website and Services, or whose conduct might constitute a criminal offense, result in civil liability, or otherwise violate any applicable local, state, national or international law.

Examples of prohibited uses of the Website and Services include, but are not limited to: (a) sharing of personal medical/prescription information with an unauthorized third party; (b) placement on the Website and Services of any untrue, malicious, fraudulent, harassing, offensive or defamatory material, or any material that is irrelevant to a legitimate use of the Website and Services; (c) introduction of viruses, worms or other programming routines that are intended to disrupt or interfere with the operation of the Website and Services; (d) linking to or insertion of links to other sites of whatever character; (e) unauthorized changes to any data or information supplied by the Website and Services; (f) any activity that infringes on the copyright, patent, trademark or other rights of any other person or organization. Any unauthorized entry (commonly referred to as "hacking") into any portion of the Website and Services may constitute a crime under state and/or federal law and TransactRx will prosecute these violations to the fullest extent permitted by law. Anyone using this Website and Services in violation of these Terms of Use will be liable to TransactRx for damages of any nature whatsoever suffered by TransactRx or its Affiliates.

- 14.5 Permission to Print and Copy. The Website and Services contain copyrighted works, trademarks and other proprietary material owned by TransactRx or its information providers. If no restrictions are displayed, Provider may print, download, or make copies of materials from the Website and Services for Provider's own personal and non-commercial use only. Except as just provided, Provider may not copy, reproduce, publish, post, transmit, display, store, sublicense, transfer or distribute material or images from the Website and Services without written permission from TransactRx. In addition, Provider may not modify, alter, revise, paraphrase, omit, change, create derivative works, or modify or obliterate any copyright notice or other warning on any material or images from the Website and Services without written permission from TransactRx.
- 14.6 License. Provider may not assign, sublicense, transfer, pledge, lease, rent or share Provider's rights under these Terms of Use, unless otherwise agreed to in writing by TransactRx. Nothing contained on the Website and

Services should be construed as granting, by implication, estoppel or otherwise, any license or right in and to TransactRx or its related parties' trademarks or copyrighted material of TransactRx or any third party without the express written permission of the applicable party.

- 14.7 Medical and Other Advice. TransactRx is not authorized to provide and does not engage in providing medical advice. Further, the information in the Website and Services is also not intended as and does not constitute financial or legal advice and Provider should consult an appropriate professional for specific advice tailored to Provider's situation.
- 14.8 Down Time. TransactRx takes commercially reasonable measures to ensure system availability without interruption, except for scheduled maintenance. However, service interruptions may occur and in no event will TransactRx be liable to Provider or to any other party for such service interruptions, whatever the cause or length.
- 14.9 Disclaimer. NEITHER TransactRx NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE WEBSITE AND SERVICES. THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNLESS OTHERWISE SPECIFIED IN WRITING, AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, TransactRx SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES AGAINST INFRINGEMENT AS TO THE OPERATION OF THE WEBSITE AND SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO PROVIDER THROUGH THE WEBSITE AND SERVICES. PROVIDER EXPRESSLY AGREES THAT THE USE OF THE WEBSITE AND SERVICES IS AT PROVIDER'S SOLE RISK.
- 14.10 Limitation of Liability of Agreement and Terms of Use. BY ITS ACCEPTANCE OF THE AGREEMENT OR ITS ACCESSING THE WEBSITE AND SERVICES, PROVIDER AGREES TO HOLD HARMLESS AND WAIVE ALL CLAIMS AGAINST TransactRx AND ITS RELATED PARTIES REGARDING THE INFORMATION PROVIDED ON THE WEBSITE AND SERVICES AND PROVIDER'S USE OF IT. PROVIDER AGREES THAT UNDER NO CIRCUMSTANCES WILL TransactRx OR ITS RELATED PARTIES BE LIABLE TO PROVIDER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES —EVEN IF TransactRx HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TransactRx's ENTIRE LIABILITY AND PROVIDER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE OR CLAIM RELATED TO THE WEBSITE AND SERVICES IS PROVIDER'S STOPPING HIS/HER USE OF THE WEBSITE AND SERVICES. BECAUSE SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW AND SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO PROVIDER, AND PROVIDER MAY HAVE ADDITIONAL RIGHTS.

TransactRx CANNOT AND WILL NOT ASSUME ANY LIABILITY FOR UNAUTHORIZED OR FRAUDULENT USE OF THE WEBSITE AND SERVICES.


- 14.11 Indemnification. TransactRx will notify Provider of any claim made by a third party for liability or expense arising from Provider's use of the Website and Services, in whole or in part, directly or indirectly. Provider in turn agrees to indemnify, defend, and hold harmless TransactRx and its related parties for, from and against any such claim, including reasonable attorneys' fees.
- 14.12 Links to Other Websites. The Website and Services may occasionally provide links to other websites that might be of interest to users. Please note that when Provider clicks on one of these links Provider may be moving to another company's website. TransactRx cannot control the activities of any such company once Provider leaves TransactRx's Website. TransactRx encourages Provider to read the terms of use and privacy policies of these linked sites because they may differ from TransactRx's.
- 14.13 Jurisdiction. The Website and Services are intended only for access and use by United States residents, are presented solely as a service to visitors and subscribers located in the United States of America and its territories, and therefore may not comply with legal requirements of foreign countries.

- 14.14 Not Intended for Use by Minors. The Website and Services are not intended for, nor does TransactRx believe, they are appealing to, children under the age of 16. TransactRx will not knowingly collect information from visitors in this age group.
- 14.15 Electronic Signature. Provider accepts the validity of the electronic signature placed on this agreement, and thereafter by using the Website and Services, Provider agrees to the terms and conditions contained in the Agreement, including the Terms of Use, Provider Certification and Provider Attestation.
- 14.16 Business Associate Agreement. TransactRx and Provider agree to be bound by the terms of the Attachment A, Business Associate Agreement.

IN WITNESS WHEREOF, the respective authorized officers of the parties hereto have executed this Agreement as of the date indicated below, effective as of the Effective Date defined herein.

TRANSACTRX

PROVIDER:



(Signature)
Anthony Cinalli

(Print Name)
President Network Services

(Title)

(Date)

(Signature)

(Print Name)

(Title)

(Date)

ATTACHMENT A
TRANSACTRX
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is incorporated by reference into the Provider Network Agreement by and between POC Network Technologies LLC d/b/a TransactRx ("Business Associate"), and Provider ("Covered Entity") collectively referred to herein as the "Parties" or individually as a "Party", and is made a part of the attached Provider Agreement between the Parties (the "Provider Agreement").

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in the Provider Agreement pursuant to which Business Associate may be considered a Business Associate of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as codified at 42 U.S.C. § 1320d ("HIPAA"), including all pertinent regulations set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("C.F.R.") issued by the Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (the "HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), 42 U.S.C. §§ 17921, 17931-17932 and 17934; and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate involves the use and/or disclosure of Protected Health Information ("PHI") as that term is defined in 45 C.F. R 160.103; and

WHEREAS, for good and lawful consideration as set forth in the Provider Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA, its implementing regulations, the HITECH Act and any current and future regulations promulgated under HIPAA or HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are hereinafter referred to as the "Regulations").

NOW THEREFORE, in consideration of the mutual covenants contained herein which are made a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Regulations, including without limitation, the Privacy Rule, as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R Parts 160 and 164, Subparts A and E, as amended by the HITECH Act and as may otherwise be amended from time to time.
2. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in the Provider Agreement and/or this Agreement, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or the HITECH Act if done by Covered Entity as specified in this Agreement or the minimum necessary policies and procedures of the Covered Entity, as follows:

- a. Permitted Uses. Except as otherwise limited in this Agreement or as required By Law, Business Associate may use PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Data Aggregation. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B), to the extent specifically required under the Agreement;
- c. Re-creation of Information. Except as otherwise limited in this Agreement, Business Associate may use PHI received or created pursuant to this Agreement to create information that is not

individually identifiable health information ("De-identified Information"), consistent with the standards set forth at 45 C.F.R § 164.514.

- d. Permitted Disclosures. Business Associate shall not disclose PHI except for the purpose of performing the Business Associate's obligations under the Provider Agreement or this Agreement. Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that (1) the PHI will be held confidentially as provided pursuant to this Agreement and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) Business Associate will be notified within 24 hours of the discovery of any breach or suspected breach of the confidentiality of the PHI.

3. Prohibited Uses and Disclosures by Business Associate.

- a. Business Associate shall not use or disclose PHI for marketing purposes or any other purpose not permitted by this Agreement, the Provider Agreement or the Privacy Rule or HITECH Act.
- b. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the individual patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates as required by 42 U.S.C. § 17935(a).

4. Obligations and Activities of Business Associate. Business Associate covenants and agrees to the following:

- a. Compliance. Business Associate shall be directly responsible for full compliance with the relevant requirements of both the HIPAA Privacy Rule and Security Rule.
- b. Appropriate Safeguards. Business Associate shall implement and maintain reasonable and appropriate safeguards as are necessary to prevent the use, disclosure or availability of PHI or electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, other than as permitted by the Provider Agreement or this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI in accordance with 45 C.F.R. §§ 164.308, 164.310 and 164.312. Business Associate shall comply with the policies and procedures and documentations requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. § 164.316 and the HITECH Act, 42 U.S.C. § 17931.
- c. Designated Security Officer. Business Associate shall designate an individual to serve as the Security Officer responsible for supervising the security and privacy mechanisms, including but not limited to, administrative, physical and electronic mechanisms employed within the organization to prevent unauthorized use, disclosure or access to PHI maintained by Business Associate on behalf of Covered Entity.
- d. Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. This provision shall not, however, be deemed to provide Business Associate with a right to assign or subcontract its responsibilities, except as specifically provided in the Provider Agreement. In the event Business Associate creates, maintains, receives or transmits electronic PHI on behalf of Covered Entity, Business Associate shall implement the safeguards required by Section 4.b. above with respect to electronic PHI.
- e. Duties of Business Associate Involving Breach or Unauthorized Access, Use or Disclosure of PHI.

- (1) Discovery of Breaches. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Business Associate (determined in accordance with the federal common law of agency).
- (2) Notification. Business Associate shall notify the designated Privacy Official of Covered Entity within five (5) business days after discovery of any access, use or disclosure of PHI not permitted by this Agreement or the Provider Agreement, any security incident involving electronic PHI and any Breach of Unsecured PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take any prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (3) Reporting Improper Access. Use or Disclosure. Business Associate shall provide the following information to Covered Entity within ten (10) business days of discovery of a Breach except when, despite all reasonable efforts of Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than forty-five (45) calendar days from the date of discovery of a Breach:
 - (a) the date of the breach;
 - (b) the date of the discovery of the breach;
 - (c) a general description of events leading up to and surrounding the breach;
 - (d) a description of the types of unsecured PHI that were involved;
 - (e) a listing of the identification of each individual and/or class of individuals whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed; and
 - (f) any other details necessary to complete an assessment of the risk of harm to the individual.

Business Associate shall provide the designated Privacy Official of Covered Entity with updates of information concerning the details of such Breach and the final results of its Risk Assessment as required in Section 4.e.(4) as needed to ensure that such information remains current.

- (4) Risk Assessment and Investigation. Business Associate shall perform an appropriate risk assessment immediately following the discovery of any unauthorized access, use or disclosure of PHI to determine whether use, access, or disclosure is one that "poses a significant risk of financial, reputational or other harm to the individual." In performing the Risk Assessment, Business Associate should consider a combination of factors such as: (a) who impermissibly used the PHI or to whom the PHI was impermissibly disclosed; (b) was the impermissibly disclosed PHI returned prior to it being accessed for an improper purpose; and (c) the type and amount of PHI involved in the impermissible use or disclosure.

The results of such Risk Assessment shall be provided to Covered Entity in writing, without unreasonable delay and in no event later than thirty (30) days from the date of discovery of the unauthorized access, use or disclosure. In addition to the Risk Assessment conducted by the Business Associate, Covered Entity reserves the right to conduct its own investigation of any unauthorized access, use or disclosure of PHI occurring at any facility, site or location of Business Associate, its agents or subcontractors or through any

systems under the control of the Business Associate, its agents or subcontractors. Business Associate shall cooperate with Covered Entity to conduct such investigation. Covered Entity agrees to provide advance notice of such investigation, to protect the confidentiality of and not disclose any confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such investigation.

- (5) Mitigation of Harm. In the event of a Breach of Unsecured PHI, Business Associate agrees to maintain adequate procedures for mitigating, to the extent practicable, any harmful effects of a system compromise or other improper use or disclosure of PHI maintained by Business Associate, such as promptly obtaining reasonable assurance from the recipient that the information will not be further used or disclosed in a confidentiality agreement or will be destroyed.
 - (6) Notification to Individual. It is the sole responsibility of the Covered Entity to notify individual patients/customers of any Breach of PHI. At no time, is Business Associate to contact or speak directly with any of Covered Entity's individual patients/customers who are the subject of any Breach of PHI. Any such inquiries should be directed to the Covered Entity's Privacy Officer. Business Associate shall cooperate with Covered Entity as necessary to provide such notification and any details pertaining to any Breach of PHI.
 - (7) Cooperation with Law Enforcement. Business Associate shall cooperate with Covered Entity in the event law enforcement officials institute an investigation that involves a Breach of PHI under this Agreement.
 - (8) Notification to Media. For a Breach of PHI involving more than 500 individuals, it is solely the responsibility of Covered Entity to notify the media and appropriate law enforcement and federal and state agencies as required by the HITECH Act, 45 C.F.R. §164.406. At no time is Business Associate to contact or speak directly with the media without the prior authorization of Covered Entity. Business Associate shall cooperate with Covered Entity as necessary to provide such notification to the media.
- f. Access to PHI. Upon reasonable notice and prior written request from Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity, or to provide access to PHI to an Individual pursuant to a customer's right of access to obtain a copy of his or her PHI under 45 C.F.R. §164.524.
- g. Governmental Access to Records. Upon reasonable notice and prior written request, Business Associate agrees to make available during normal business hours at Business Associate's offices all internal practices, books, records, agreements, policies and procedures relating to the use of and disclosure of PHI, created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- h. Minimum Necessary. Business Associate shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purposes of the request, use or disclosure in the Provider Agreement. The Minimum Amount of PHI shall mean the minimum necessary as meant by the intended language of the HITECH Act.
- i. Amendments of PHI. If, and to the extent that Business Associate possesses an applicable Designated Record Set, within a reasonable amount of time of receipt of a request from the Covered Entity for the amendment of an Individual's PHI contained in the Designated Record Set, Business Associate agrees to provide such information to Covered Entity for amendment and shall also incorporate any such amendments in the PHI maintained by Business Associate as required by 45 C.F.R. § 164.526.

j. **Accounting Rights.** Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule and the HITECH Act. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, unless the Regulations allow for a shorter period. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received the PHI and if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization or a copy of the written request for disclosure. Business Associate is expected to meet the requirements described in this Section 4.j. with respect to Electronic Health Records by the Compliance Date as set forth in the HITECH Act of February 17, 2010.

5. **Continuing Obligations/Termination.** During the term of the Agreement, Business Associate covenants and agrees that it shall:

a. **Term.** The Obligations of Business Associate set forth herein shall commence on the Effective Date of the Provider Agreement and shall terminate when the Provider Agreement terminates and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, the terms of this Agreement are extended to cover such information and survive termination of this Agreement.

b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate to the terms of this Agreement, Covered Entity may terminate this Agreement, and sever all business relationships with Business Associate, including the termination of the Provider Agreement and any and all Agreements with Business Associate if the breach remains uncured for more than fifteen (15) days after Covered Entity gives written notice to Business Associate of the breach. The effective date of such termination will be the 16th day from the date of the written notice of breach.

c. **Immediate Termination.** In the event Business Associate has breached a material term of this Agreement and cure is not possible, Covered Entity may immediately terminate this Agreement, and sever all business relationships with Business Associate, including the termination of the Provider Agreement and any and all Agreements with Business Associate. Covered Entity may report such violation to the Secretary.

d. **Effect of Termination.**

(1) **Except as provided in this Section 5.d. of this Agreement, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.**

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(3) The provisions of this Section 5.d. shall survive termination of this Agreement.

6. Obligations of Covered Entity to Inform Business Associate of Privacy Practices and Individual Restrictions.

- a. Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R §164.406, as well as any changes to such notice. Any notices given hereunder shall be in writing and addresses as follows:

TransactRx
201 West Saint John Street
Spartanburg, SC 29306
Attn: Privacy/Security Official

- b. Changes in Permitted Uses. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. Restrictions on Use. Covered Entity shall notify Business Entity of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.406

7. Indemnification.

- a. Business Associate Indemnity. Business Associate hereby agrees to indemnify and hold harmless Covered Entity and its respective parent corporation and subsidiaries, their directors, officers, subcontractors, agents, servants and employees (collectively, the "Covered Entity Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Covered Entity Indemnitees may become subject as the result of any: (i) breach of this Agreement by Business Associate; (ii) failure of Business Associate to perform its obligations hereunder; (iii) negligence or legal fault of Business Associate, its directors, officers, agents or employees; or (iv) violation of the Regulations by Business Associate.
- b. Covered Entity Indemnity. Covered Entity hereby agrees to indemnify and hold harmless Business Associate and its respective parent corporation and subsidiaries, their directors, officers, subcontractors, agents, servants and employees (collectively, the "Business Associate Indemnitees") to the extent any claims, causes of action, liabilities, judgments, fines, assessments, penalties, damages, awards or other expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution to which the Business Associate Indemnitees may become subject as the result of any: (i) breach of this Agreement by Covered Entity; (ii) failure of Covered Entity to perform its obligations hereunder; (iii) negligence or legal fault of Covered Entity, its directors, officers, agents or employees; or (iv) violation of the Regulations by Covered Entity.

8. General Provisions.

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule and HITECH Act means that section as in effect or as amended.
- b. **Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for either Covered Entity or Business Associate to comply with all federal, state and local laws and regulations, including, but not limited to, the requirements of the Privacy Rule, HIPAA and the HITECH Act. This Agreement shall be changed, modified or amended only by an instrument in writing signed by a duly authorized representative of each of the Parties, effective as of the date stipulated therein and attached hereto.**
- c. Survival. The respective rights and obligations of Business Associate and Covered Entity set forth in Sections 3, 4, 5.d., 7 and 8 shall survive the termination of this Agreement.

- d. Interpretation. Should there be any conflict between the language of this Agreement and any other Agreement entered into between the Parties, the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.
- e. Notices. Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, or personally delivered, addressed or delivered to the addresses set forth below in the signatures to this Agreement or to such other addresses as shall be furnished in writing by either party to the other party; and any such notice shall be deemed to have been given, if mailed, as of the date mailed, and, if personally delivered, as of the date delivered. Notices pertaining to unauthorized use or access of PHI or Breaches of PHI should be submitted to the Covered Entity's Compliance and/or Privacy Officer with contact information of Business Associate's designated Security Official responsible for investigating such incidents.
- f. Facsimile. The signature of any party on this Agreement, or any subsequent amendment thereto, transmitted by way of a facsimile machine shall be considered for all purposes as an original signature. Any such faxed Agreement or amendment shall be considered to have the same binding legal effect as an original Agreement or amendment. At the request of any party, the faxed Agreement or amendment shall be re-executed by each signatory party in an original form.
- g. Entire Agreement. With regard to the subject matter herein, this Agreement supersedes prior or contemporaneous discussions, agreements, understandings, and representations between the Covered Entity and Business Associate.

EXHIBIT B

PROVIDER CERTIFICATION

To enroll in a TransactRx Provider Network, Provider must provide the following information:

- DEA license number
- Practice address (which must match the address on DEA registration)
- State Medical license number
- NPI

**Exhibit B, Attachment 1
Provider Attestation**

As a requirement to participate in any Provider Network, every Provider attests that the answer to all statements below is Yes.

A.	Provider license, certification, or registration to practice your profession, Drug Enforcement Administration (DEA) registration, or narcotic registration/certificate in any jurisdiction has never been denied, limited, suspended, revoked, not renewed, voluntarily or involuntarily relinquished, or subject to stipulated or probationary conditions, or have you ever been fined or received a letter of reprimand or is any such action pending or under review.
B.	Provider has never been suspended, fined, disciplined, or otherwise sanctioned, restricted or excluded for any reasons, by Medicare, Medicaid, or any public program or is any such action pending or under review?
C.	Provider has not been denied clinical privileges, membership, contractual participation or employment by any health care related organization*, nor have clinical privileges, membership, participation or employment at any such organization ever been placed on probation, suspended, restricted, revoked, voluntarily or involuntarily relinquished or not renewed, nor is any such action pending or under review.
D.	Provider has never surrendered clinical privileges, accepted restrictions on privileges, terminated contractual participation or employment, taken a leave of absence, committed to retraining, or resigned from any health care related organization* while under investigation or potential review.
E.	An application for clinical privileges, appointment, membership, employment or participation in any health care related organization* has never been withdrawn on your request prior to the organization's final action.
F.	Provider's membership or fellowship in any local, county, state, regional, national, or international professional organization has never been revoked, denied, limited, voluntarily or involuntarily relinquished or not renewed, and no such action is pending or under review
G.	Provider has never had board certification revoked.
H.	Provider has never been the subject of any reports to a state or federal data bank or state licensing or disciplinary entity.
I.	Provider has never been charged with a criminal violation (felony or misdemeanor).
J.	Provider does not presently use any illegal drugs.
K.	Provider does not have, nor had, any physical condition, mental health condition, or chemical dependency condition (alcohol or other substance) that affects or is reasonably likely to affect Provider's current ability to practice, with or without reasonable accommodation.
L.	Provider is able to perform any of the services/clinical privileges required by the applicable participating practitioner agreement/hospital appointment, with or without reasonable accommodation, according to accepted standards of professional performance.
M.	Professional liability claims or lawsuits have never been closed and/or filed against Provider.
N.	Provider's professional liability insurance has never been terminated or denied, not renewed, restricted, or modified (e.g. reduced limits, restricted coverage, surcharged).

EXHIBIT C
RATE SCHEDULE

Contracted reimbursement rates are specific to individual health plans offered by Payers and are subject to change without notice.

Current contracted rates for vaccines are based on AWP of the specific product and fall within the range of AWP – 14% and AWP – 21%.

Current Administration Fee rates fall within \$18 - \$20 per vaccine administered.

Payment to provider is equal to the current payer contracted rate for vaccine + current payer contracted administration fee – current claim transmission fee – patient financial responsibility amount