RX PROTECT, LLC
RXPROTECT CLIENT AGREEMENT

THIS RXPROTECT CLIENT AGREEMENT (the "Agreement") will be effective as of the date set forth in Article 6.1 and is entered into by and between RxProtect, LLC ("RxProtect"), a Delaware limited liability company, with a business address of 9520 Ormsby Station Rd., Ste 20, Louisville, KY 40223, and School City of Hobart, an Indiana public school system, with a business address of 32 E. 7th St., Hobart, IN 46342-5154 ("Client"). RxProtect and Client may hereinafter be referred to as a "Party" and together, the "Parties".

RECITALS

WHEREAS, RxProtect engages in medication ("Rx") management consulting and assistance services, including, among other things, execution of patient assistance programs, facilitating the logistics of order of medications and prescription processing for certain specialty ("Specialty") and insulin ("Insulin") medications ("RxProtect Services");

WHEREAS, Client provides or arranges for the coverage of Rx benefits and benefit programs for employees;

WHEREAS, RxProtect and Client desire that RxProtect be a provider of RxProtect Services to Client,

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS OF AGREEMENT

ARTICLE I – DEFINITIONS

"Member" or "Members" means the employee or employees at Client location(s) or other covered lives associated with such employee(s).

"Eligibility Files" means the list submitted by Client to RxProtect in electronic format as requested by RxProtect indicating persons eligible for program participation.

"Data Analytics" means Rx claim data submitted by Client to RxProtect indicating medication cost and Member associated with medication.

"Patient Assistance Programs" means programs provided by drug manufacturers, charities, grants, and foundations to assist employees seeking financial aid when accessing his/her medication.

ARTICLE II – ESTABLISHMENT OF THE RX PROTECT PROGRAM

2.1   Eligibility/Set Up. Client will submit completed Eligibility Files on a monthly basis, and RxProtect will utilize Eligibility Files to determine eligibility of potential new enrollees and employees previously helped through the RxProtect program. Eligibility File will include first name, last name, phone number, address, and email if available.

2.2   Data Analytics. Client will submit updated Rx Data Analytics on a monthly basis. Data Analytics will contain Specialty and Insulin medication name, cost to the Client, and the Members' first and last name associated with each medication.

ARTICLE III – RX PROTECT SERVICES

3.1   Patient Advocacy Using Patient Assistance Programs ("Patient Assistance Program"). RxProtect will work one on one with Members enrolled in the RxProtect program to facilitate the application and approval process of Specialty and Insulin cost savings options.

3.2   Patient Advocacy Mail Order Logistics Program ("Mail Order Logistics Program"). RxProtect will work one on one with Members not approved through the patient assistance program to submit and process the order of medication through licensed and certified established wholesale and distribution partners at the lowest cash paying price.

RxProtect Services are subject to the detail found in Exhibit A, RxProtect Services.

ARTICLE IV – FEES; BILLING AND PAYMENT

4.1   Fees. RxProtect will be due thirty percent (33%) of the savings created for the Client, calculated as described below ("Fees").

4.2   Billing and Payment.

        (a)   Billing. Client will pay to RxProtect, an amount equal to the costs of the Mail Order Logistics Program and an amount equal to the RxProtect Program Fees as defined in Exhibit A. Unless otherwise agreed to by the Parties, RxProtect will invoice Client on the 2th and 17th of each month for the Mail Order Logistics Program and on the fifth (5th) day of each month for the RxProtect Program Fees. Client shall pay the invoice via same-day wire transfer within ten (10) days of the invoice date. Any invoice due to RxProtect that is not timely paid shall constitute a payment breach (a "Payment Breach").

        (b)   Payment. If any amount payable to RxProtect by Client is not paid when due, then without limiting any other rights which RxProtect may have as a result of late payment including, but not limited to, termination of the Agreement for a Payment Breach, the unpaid amount will bear interest until paid at a monthly rate of one and one-half percent (1.5%) or the maximum amount permitted under law, whichever is less, with such interest to be paid on demand together with all costs incurred by RxProtect to collect amounts due, including reasonable attorneys' fees and disbursements.

ARTICLE V – HIPAA; CONFIDENTIAL INFORMATION

5.1   HIPAA. The Parties agree that as relates to use and disclosure of PHI, electronic transaction standards and security of electronic PHI under HIPAA, they are subject to the terms of the Business Associate Agreement (the "BAA") set forth in Exhibit C.

5.2   Confidential Information.

        (a)   RxProtect Proprietary Information. Client agrees that certain information provided by RxProtect is considered confidential and proprietary information ("RxProtect

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Proprietary Information"), including but not limited to, business models, distribution methods and partners, business methods and practices, RxProtect reporting and other web-based applications, eligibility and adjudication systems, trade secrets, formats and databanks (collectively, "RxProtect Systems"). Unless otherwise needed for litigation purposes related to this Agreement or required by law, Client agrees that RxProtect Proprietary Information will not be disclosed to third parties except as provided herein. Client shall not use RxProtect Proprietary Information for its own purposes or disclose it to any third party, at any time during or after termination of the Agreement, except as specifically contemplated by this Agreement or upon RxProtects' prior written consent, or as otherwise required by law or court order. Upon termination of this Agreement, Client shall cease using all RxProtect Proprietary Information. This obligation of Client shall not apply, however, if and to the extent that:

(i)   The RxProtect Proprietary Information was already known to Client at the time of receipt from RxProtect; or

(ii)   The RxProtect Proprietary Information is lawfully obtained by Client from a third party not under any obligation not to disclose it; or

(iii)   The RxProtect Proprietary Information was either published or otherwise available to the public at the time of its receipt by Client from RxProtect or later became published or available to the public other than by breach of this Agreement.

ARTICLE VI – TERM AND TERMINATION; DEFAULT AND NON-PAYMENT

6.1   Term. This Agreement will commence effective as of November 1st, 2021 (the "Effective Date) and will continue for a period of one (1) year (the "Initial Term"). This Agreement will automatically renew for an additional year (a "Renewal Term") if either Party does not provide thirty (30) days written notice to the other Party prior to end of the Initial Term or any Renewal Term. This Agreement may be terminated earlier in accordance with the terms of Article 6.2 below.

6.2   Termination.

(a) Termination Without Cause. Client may terminate this Agreement at any time prior to the expiration of the Term without cause and for any or no reason upon thirty (30) days' prior written notice to RxProtect specifying the termination date (the "Termination Date"); *provided, however,* in the event of such termination by Client without cause, Client shall continue to pay to RxProtect on a monthly basis for the invoices submitted for the savings generated for Client beneficiaries enrolled in Exhibit A Service 1 (Patient Assistance Programs) through the date that the savings are no longer applicable, which in no event shall be later than one (1) year following the Termination Date (the "Final Termination Date"). Client shall pay all such invoices after the Termination Date within thirty (30) days of the invoice date unless disputed by Client in writing. Client and RxProtect shall work in a commercially reasonable manner in good faith to resolve any such disputed invoices. In addition, Client acknowledges and agrees that Client and its beneficiaries enrolled in Exhibit A Service 2 (Mail Order Logistics Program) shall not receive any medications after the Termination Date. The Parties acknowledge and agree that with respect to this Article 6.2(a) RxProtect will retain all rights pursuant to this Agreement through the Final Termination Date.

(b) Breach or Default. Either party may give the other written notice of a material, substantial and continuing breach of this Agreement. If the breaching party has not cured said breach within thirty (30) days from the date such notice was sent, this Agreement may be

terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed; provided, however, that in no event will such period exceed sixty (60) days.

(c) <u>Non-Payment.</u> Notwithstanding anything to the contrary herein, RxProtect (and its wholly-owned subsidiaries) may terminate and cease providing or authorizing provision of RxProtect Services upon ninety-six (96) hours written notice due to a Payment Breach, provided RxProtect attempts collection through communications with Client prior to sending the notice described herein.

ARTICLE 7 – INDEMNIFICATION; LIMITATION ON DAMAGES.

7.1   <u>Personal Injury and Damage to Tangible Property</u>.

a) Each Party (the "Indemnitor") shall defend, at its expense, the other Party and its Affiliates (the "Indemnitees") against any third party claims brought against any of the Indemnitees for (i) bodily injury, including death, or (ii) damage to tangible property, in each case, to the extent caused by the negligence or willful misconduct of the Indemnitor or its Affiliates, employees, Subcontractors, agents or representatives during the Term of this Agreement.

b) In addition, the Indemnitor shall indemnify and hold harmless the Indemnitees from and against (i) any financial judgments finally awarded by a court of competent jurisdiction to such third parties against the Indemnitees based on the claims described in Article 7.1 (a) after the Indemnitor has presented its defenses (or after the Indemnitor elected not to, or failed to, defend such claims); and (ii) any financial settlement amount to which the Indemnitor agrees in writing (or to which the Indemnitees agreed after the Indemnitor elected not to, or failed to, defend such claims).

7.2   <u>Regulatory BAA Claims</u>.

a) Each Indemnitor shall defend, at its expense, the Indemnitees against any claims or regulatory actions brought against any of the Indemnitees by a duly authorized regulatory authority in the United States ("HIPAA Regulatory Authority") to the extent arising from a breach of the Indemnitor's obligations set forth in the BAA by the Indemnitor or its Affiliates or their respective employees or subcontractors ("Regulatory BAA Claims").

b) In addition, the Indemnitor shall indemnify and hold harmless the Indemnitees from and against (i) any final financial penalties assessed against any Indemnitee by a HIPAA Regulatory Authority based on such Regulatory BAA Claims after the Indemnitor has presented any defenses allowed by applicable law (or after the Indemnitor elected not to, or failed to, present such defenses), and (ii) any financial settlement amount to which the Indemnitor agrees in writing (or to which the applicable Indemnitees agreed after the Indemnitor elected not to, or failed to, defend such Regulatory BAA Claims). Such financial penalties and financial settlement amounts shall be deemed the direct damages (not consequential damages described in Article 7.4 (a) of this Agreement) of the Indemnitees.

7.3   The indemnity obligations set forth in this Article 7 are contingent upon: (i) the Indemnitees giving prompt written notice to the Indemnitor of any such claim(s); failure or delay to so notify Indemnitor shall not relieve Indemnitor from any liability hereunder so long as the failure or delay shall not have prejudiced the defense of such claim; (ii) the Indemnitor having sole control of the defense or settlement of the claim; and (iii) at the Indemnitor's request and expense, the Indemnitees cooperating in the investigation and defense of such claim(s).

ARTICLE VIII – DISCLAIMER.

8.1   EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, NEITHER RXPROTECT NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT OR WITH RESPECT TO ANY PROGRAM OR RELATED SERVICE. RXPROTECT, ON BEHALF OF ITSELF AND ITS AFFILIATES, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY, AND NON-INFRINGEMENT. EACH PROGRAM AND ANY RELATED SERVICE IS PROVIDED "AS-IS" WITH ALL FAULTS. RXPROTECT IS NOT RESPONSIBLE FOR MAKING ANY ALTERATIONS OR MODIFICATIONS TO ANY PROGRAM OR SERVICE OTHER THAN THOSE DEEMED BY RXPROTECT, AT ITS SOLE DISCRETION, TO BE NECESSARY AND APPROPRIATE.

ARTICLE IX – MISCELLANEOUS

9.1   Use of Name. The Parties agree that no public or private announcements, media releases, press conferences, advertising or similar publicity in any form relating to the name, image, or logo (or any variation or combination of such name, image, or logo) of RxProtect or any Affiliate or the name or image of the employees, members, patients, clients or customers of RxProtect or its Affiliates shall be made without RxProtect's prior written consent, which consent may be withheld in RxProtect's sole discretion.

9.2   Audit. During the Term and for a period of three (3) years following the expiration or termination of this Agreement, each Party shall have the right upon reasonable notice at all reasonable times to audit and examine the records of the other insofar as such examination relates to, and is limited by, the transactions involving the services and compensation rendered under the terms of this Agreement. The party requesting and conducting the audit shall bear all expenses of the audit. Any such audits or reviews shall be allowed upon reasonable notice, at least seven (7) days in advance, during regular business hours and shall be subject to all applicable laws and regulations concerning the privacy and/or confidentiality of such data or records. Following written request for an audit, the parties will agree upon the time, place and scope of any such audits, examinations or reviews.

9.3   Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by any Party without the prior written consent of the other Party and any attempt to do so will be void; provided, however, that: (a) the Parties may, upon notice to the other Party but without being obligated to obtain the other Party's consent, assign this Agreement or any of its rights, interests or obligations hereunder to a wholly owned affiliate or subsidiary or parent company of the Party; and (b) no such written consent will be required in connection with a Change of Control, merger or reorganization of a Party, or a sale of all, or substantially all, of such Party's assets. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties hereto and their respective successors and assigns.

9.4   Independent Contractors. The relationship between RxProtect and Client is solely that of independent contractors. No contract of agency and no joint venture or partnership is created by this

Agreement. Except to the extent expressly authorized by the terms of this Agreement, neither Party will make any contract, agreement, warranty, or representation on behalf of the other Party, or incur any debt or other obligation in the other Party's name, or act in any manner which has the effect of making that Party the apparent agent of the other Party. Neither Party will be liable by reason of any act or omission of the other Party in the conduct of its business or for any resulting claim or judgment.

9.5   Notices. All notices required by this Agreement to be given by either Party to the other Party shall be in writing and shall be deemed to have been given if personally delivered to the other Party or if sent by United States Postal Service certified mail, return receipt requested, postage prepaid or by priority FedEx or UPS, requiring a signature of receipt. Notices shall be effective upon receipt. All notices or communications between the Parties shall be addressed as set forth below. Either Party may change its notice address by giving written notice to the other Party in the manner provided in this Article.

If to RxProtect:	RxProtect, LLC Attention: Nate Hughes 9520 Ormsby Station Road, Suite 20 Louisville, KY 40223
With a copy to:	RxProtect, LLC Attention: Steve Downey 9520 Ormsby Station Road, Suite 20 Louisville, KY 40223
If to Client:	School City of Hobart Attn: Dr. Peggy Buffington Superintendent of Schools 32 E. 7th St. Hobart, IN 46342-5154
With a copy to:	School City of Hobart Attn: Robert Glover, Jr. Business Manager 32 E. 7th St. Hobart, IN 46342-5154
With a copy to:	School City of Hobart Attn: Martha Glover Insurance Benefits Coordinator 32 E. 7th St. Hobart, IN 46342-5154

9.6   Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, excepting any conflict of laws or provisions which would serve to defeat application of Indiana substantive law. Any disputes shall be litigated in Fayette County, Indiana.

9.7   Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

9.8   Waiver. Notwithstanding any course of dealing or the failure to strictly enforce this Agreement, no term, right, provision or remedy set forth in this Agreement is waived nor any breach excused (collectively, a "Waiver") unless documented in a writing signed by the Party granting the Waiver. A Party's Waiver in one instance does not constitute a Waiver of any subsequent failure or breach. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future Waiver of any such provisions, or in any way affect the validity of either Party to enforce each and every provision thereafter.

9.9   Headings. The Article headings used in this Agreement are for reference and convenience only and shall not affect any construction or interpretation of this Agreement.

9.10   Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original but all of which taken together shall constitute one and the same instrument.

9.11   Entire Agreement. This Agreement and attached Exhibits (which are all incorporated by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, relating to the same subject matter. There are no promises, representations, warranties, or other commitments relied upon by either Party that are not expressly set forth in this Agreement. Neither the course of dealings between the Parties nor trade practices shall act to modify, vary, supplement, explain, or amend this Agreement. The Agreement may only be amended or modified in a writing signed by an authorized representative of each Party.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have made through its duly authorized representative and executed this Agreement on the respective dates under each signature:

RXPROTECT, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

SCHOOL CITY OF HOBART

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
RX PROTECT SERVICES

RxProtect will provide the following services for the Client.

Service 1.   **Patient Advocacy Using Patient Assistance Programs.**

The Patient Financial Assistance Program ("PAP) is a service that works with Client's employees to attempt to get high-cost specialty medications for free from pharmaceutical companies for a period of up to twelve (12) months. RxProtect will exhaust all PAP's available in the market according to the medication prescribed to Member for those medications included on Exhibit B (as it may be modified from time to time). RxProtect will facilitate the application submission and ongoing process of application approval including, but not limited to, corresponding with program coordinators, sending and receiving clinician signature for application, and handling of Member financial info as required by PAP. PAP may be extended beyond the initial period depending upon a variety of factors including the current state of the pharmaceutical company's assistance program, employee's compensation and other factors. RxProtect will remain in communication with Member during these processes to provide updates and approval or denial. RxProtect will invoice Client monthly or quarterly as the scripts are filled for 33% of savings generated, which shall represent 33% of the cost of the specific medication paid by Client as provided to RxProtect in the Rx claims feed.

Service 2.   **Patient Advocacy Using Mail Order Logistics Program.**

The Mail Order Logistics Program ("MOLP") is a service that helps to establish a relationship between the Client's employees and one or more pharmacies so that the total cost of the specialty medication prescribed for the Client's employees is reduced. RxProtect has created a proprietary database and have established partnerships with fully licensed and certified specialty pharmacies for those medications included on Exhibit B (as it may be modified from time to time). The database offers the ability to match a medication's lowest cash paying price to the appropriate specialty pharmacy. RxProtect will utilize its proprietary database to match Member medication to the lowest cash paying price accordingly. RxProtect will submit existing Member script and will facilitate the ordering process with the specialty pharmacy. RxProtect will be in communication with Member to establish delivery date and method. RxProtect will invoice (as identified in the Agreement) Client twice monthly for the actual cost of the MOLP logistics services and once monthly or quarterly as the scripts are filled by our pharmacy partner for 33% of savings generated, which shall represent 33% of the difference in the cost of the specific medication paid by Client as provided to RxProtect in the Rx claims feed and the cost of the specific medication invoiced to Client through the MOLP logistics services.

EXHIBIT B

SPECIALTY MEDICATIONS FOR RXPROTECT SERVICES

Adcirca
Advair 100 diskus
Advair 250 Diskus
Aldactazide
Alrex
Apidra Solostar
Aptiom
Arnuity Ellipta
Asmanex Twisthaler
Atripla
Avonex Pen
Avonex PS
Banzel
Basaglar KwikPen 80 Units
Benzaclin Topical Gel
Betaseron
Biktarvy
Blephamide Opht Suspension
Breo Ellipta Inhaler
Bydureon
Bystolic
Cimzia
Combivent Respimat
Copaxone
Cosentyx AI sensor ready pen
Creon 25
Descovy
Desvenlaf
Dexilant
Dulera
Edarbyclor
Eliquis
Emcyt
Emflaza
Enbrel
Enbrel Sureclick
Entresto
Farxiga
Farxiga
Flovent HFA
Genvoya
Gilenya
Gleevec

Humalog
Humatrope
Humira
Ibrance
Imbruvica
Intelence
Invokana
Jakavi
Janumet
Janumet XR
Januvia
Jardiance
Juluca
Lantus SoloSTAR
Latuda
Levemir Flextouch
Linzess Cap
Lumigal Sol
Lupron Depot
Mekinist
Neupogen
Norditropin Nordiflex
Novolin Ge 30/70
NovoRapid 5x3ml
Nplate
Nucala
Orencia
Otezla
Ozempic
Pentassa
Prezcobix
Pulmozyme
Rebif
Repatha
Restasis
Rexulti
Saxenda
Simponi (
Spiriva Respimat
Sprycel
Stelara
Stivarga
Sutent
Symbicort
Symtuza
Synarel

Tafinlar
Taltz Autoinjector
Tasigna
Tecfidera
Tivicay
Toujeo Solostar
Trajenta

Tremfya One-Press Syringe Prefill
Tresiba
Trintellix
Triumeq
Trulicity
Truvada
Tykerb
Vemlidy
Ventolin HFA
Viberzi
Victoza
Vimpat
Votrient
Xarelto
Xeljanz
Xeljanz XR
Xiidra
Zaxine/Xifaxan
Zenhale(Dulera)

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EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is made for the purpose of delineating the terms and conditions under which RxProtect ("Business Associate") and Client ("Covered Entity") shall comply with obligations under HIPAA relating to the Services RxProtect provides to Client under the RxProtect Client Agreement (the "Client Agreement").

1.   **Definitions.**

(a)   "Breach Notification Provisions" means the "Notification in the Case of Breach of Unsecured Protected Health Information" provisions under HIPAA as contained in 45 C.F.R. Part 164, subpart D.

(b)   "Designated Record Set" will mean a group of records maintained by or for Client or Client's employees that is (i) the medical records and billing records about individuals maintained by or for Client's employees, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan on behalf of Client; or (iii) used, in whole or in part, by or for Client to make decisions about individuals.

(b)   "HIPAA Rules" means the collective privacy, transaction and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, as codified at 45 CFR Parts 160, 162 & 164.

(c)   "Health Plan" or "Plan" will have the same meaning as the term "Health Plan" in 45 CFR 160.103.

(d)   "Individual" will have the same meaning as the term "individual" in 45 CFR § 164.501 and will include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(e)   "Client Agreement" means the RxProtect Client Agreement to which this Business Associate Agreement is attached.

(f)   "Protected Health Information" or "PHI" will have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by RX PROTECT from or on behalf of Client or Client's employees.

(g)   "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, as they exist now or as they may be amended.

(h)   "Required By Law" will have the same meaning as the term "required by law" in 45 CFR § 164.501.

(i)   "Secretary" will mean the Secretary of the Department of Health and Human Services or his designee.

(j)   "Security Standards" will mean the Security Standards, 45 C.F.R. parts 160, 162 and 164, as they exist now or as they may be amended.

(k)   "Transaction Standards" will mean the Standards for Electronic Transactions, 45 C.F.R. 160 and 162, as they exist now or as they may be amended. Terms used, but not otherwise defined, in this Addendum will have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501.

2.   General Use and Disclosure Provisions. RxProtect and the Client acknowledge and agree as follows:

(a)   Except as otherwise limited in this Agreement, RxProtect may use and disclose PHI to properly provide, manage and administer the services required under the Client Agreement and consistent with applicable law to assist the Client in its operations, as long as such use or disclosure would not violate the HIPAA Rules if done by the Client.

(b)   RxProtect will take reasonable efforts to limit requests for, use and disclosure of PHI to the minimum necessary to accomplish the intended request, use or disclosure.

(c)   Except as otherwise limited in this Agreement: (i) RxProtect may use PHI for the proper management and administration of RxProtect's obligations as required under the Client Agreement or to carry out RxProtects' legal responsibilities. (ii) RxProtect may disclose PHI to third parties for the proper management and administration of RxProtect Protect's obligations as required under the Client Agreement or to carry out the legal responsibilities of RxProtect, provided that the disclosures are Required by Law, or RxProtect obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies RxProtect of any instances of which it is aware in which the confidentiality of the information has been breached. (iii) RxProtect may use PHI to perform Data Aggregation services on behalf of the Client as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d)   RxProtect agrees to promptly notify the Client if RxProtect has knowledge that PHI has been used or disclosed by RxProtect in a manner that violates applicable law.

(e)   RxProtect agrees to use appropriate safeguards, consistent with applicable law, to prevent use or disclosure of PHI in a manner that would violate this Agreement. RxProtect will provide the Client with such information concerning such safeguards as the Client may reasonably request from time to time.

(f)   RxProtect agrees to mitigate, to the extent practicable, any harmful effect that is known to RxProtect of a use or disclosure of PHI by RxProtect in violation of this Agreement or the Client Agreement.

(g)   RxProtect agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by RxProtect on behalf of the Client agrees to the same restrictions and conditions that apply through this Agreement to RxProtect with respect to such information.

(h)   Within fifteen (15) business days of a request from the Client, RxProtect will provide access to the Client to PHI in a Designated Record Set in order to meet the requirements under 45 CFR 164.524. If RxProtect receives a request directly from an Individual, or if the Client requests that access be provided to the Individual, RxProtect will provide access to the Individual to PHI in a Designated Record Set within thirty (30) days in order to meet the requirements under 45 CFR 164.524.

(i)   Within sixty (60) days of a request of the Client or subject Individual, RxProtect agrees to make any appropriate amendment(s) to PHI in a Designated Record Set that the Client directs or agrees to pursuant to 45 CFR 164.526.

(j)   RxProtect agrees to document disclosures of PHI and information related to such disclosures as would be required for the Client to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(k)   Within thirty (30) business days of a proper request by the Client, RxProtect agrees to document and make available to the Client, for a reasonable cost-based fee (under conditions permitted by HIPAA if an Individual requests an accounting more than once during a twelve month period), such disclosures of PHI and information related to such disclosures necessary to respond to such request for an accounting of disclosures of PHI, exclusive of those disclosures for payment, treatment or healthcare operations, in accordance with 45 CFR 164.528. Within sixty (60) days of proper request by subject Individual, RxProtect agrees to document and make available to the Individual the information described above. RxProtect will retain copies of any accountings for a period of six (6) years from the date the accounting was created.

(l)   Within fifteen (15) business days of a request of the Client, RxProtect agrees to evaluate a request to restrict the use or disclosure of PHI on behalf of an Individual in accordance with 45 CFR 164.522.

(m)   RxProtect agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by RxProtect on behalf of, the Client available to the Client within ten (10) business days, or at the request of the Client or the Secretary of HHS ("Secretary"), to the Secretary in a time and manner directed by the Secretary, for purposes of the Secretary determining the Client's compliance with the HIPAA Rules.

3.   **Client Obligations.**

(a)   Client will notify RxProtect of any limitation(s) in the notice of privacy practices of Client in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect RxProtects' use or disclosure of PHI.

(b)   Client will notify RxProtect of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect RxProtects' use or disclosure of PHI.

(c)   Client will notify RxProtect of any restriction to the use or disclosure of PHI that Client has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect RxProtects' use or disclosure of PHI.

(d)   Client will not request that RxProtect use or disclose PHI in any manner that would exceed that which is minimally necessary under the HIPAA Rules or that would not be permitted by a Covered Entity.

4.   **Transactions Standards.** To the extent applicable, RxProtect will comply with the applicable Transaction Standards for claims processing functions between RxProtect and provider pharmacies. The Parties each hereby agree that it will not change any definition, data condition or use of a data

element or segment in a standard, add any data elements or segment to the maximum defined data set, use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the implementation specification, or change the meaning or intent of the implementation specification.

5.   Security Standards. To the extent that RxProtect creates, receives, maintains or transmits electronic PHI, RxProtect will:

(a)   Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that RxProtect creates, receives, maintains or transmits on behalf of the Client as required by the Security Standards;

(b)   Ensure that any agent, including a subcontractor, to whom RxProtect provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c)   Report to Client any Security Incident involving Electronic PHI of which RxProtect becomes aware.

6.   Breach; Termination.

(a)   Without limiting the termination rights of the Parties pursuant to the Client Agreement, upon the Client's knowledge of a material breach by RxProtect of this Agreement, the Client will notify RxProtect of such breach and RxProtect will have thirty (30) days to cure such breach. In the event RxProtect does not cure the breach, or cure is infeasible, the Client will have the right to immediately terminate this Agreement and the Client Agreement. If cure of the material breach is infeasible, Client will report the violation to the Secretary.

(b)   To the extent feasible, upon termination of the Client Agreement for any reason, RxProtect will, and will cause any subcontractors and agents to, return or destroy and retain no copies of all PHI received from, or created or received by RxProtect on behalf of, the Client. If return or destruction of such information is not feasible, RxProtect will continue to limit the use or disclosure of such information as set forth in this Agreement as if the Client Agreement had not been terminated.

7.   Miscellaneous.

(a)   Amendment. The Parties acknowledge that the foregoing provisions are designed to comply with the mandates of the HIPAA Rules. Should the provisions of the HIPAA Rules change or be amended after the date of this Agreement, the Parties will engage in negotiations to amend the provisions of this Agreement to comply with such changes or amendments. If the Parties fail to agree on reasonable amendment to the provisions of this Agreement, either party may terminate this Agreement upon ninety (90) days written notice.

(b)   Effect on RxProtect Agreement. Except as relates to the use, security and disclosure of PHI and electronic transactions, this Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the RxProtect Agreement.

(c)   No Third-Party Beneficiaries. Nothing express or implied in the RxProtect Agreement or in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

(d)   Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits the Client to comply with the HIPAA Rules.

IN WITNESS WHEREOF, each Party has caused its authorized representative to execute this Agreement as of the Effective Date of the Client Agreement between RxProtect and Client.

RxProtect, LLC	**CLIENT**
Signature:	Signature:
Name: (Print or Type Name of Signatory)	Name: (Print or Type Name of Signatory)
Title: (Print or Type Title)	Title: (Print or Type Title)