

## **Pharmacy Reimbursement Program Terms and Conditions**

1. **Term:** One year from date of execution, renewed automatically for one year term. Either party may terminate participation in the PRP upon sixty (60) days written notice to the other.
2. **Fees:** An administrative fee paid to TTI of 20% of the reimbursements collected on behalf of the School pursuant to the PRP. In the event a state or federal program reimbursement is processed through the PRP, the fee for each such claim shall be twenty dollars (\$20.00) per claim and the percentage fee shall not apply to such claim. This fee will be paid monthly to TTI from the Reimbursement Account.
3. **Services:** Trustway T.E.A.M., Inc. (“TTI”) will facilitate, assist with, arrange for and pay for third party administrative services (TPA Services) used to process third party reimbursements for claims for pharmaceutical products or services related to your student athletes purchased by the school from Sportpharm Pharmaceuticals, Inc. (“SPI”) and made available to the School’s student athletes pursuant to prescriptions or orders from a physician; no other services or pharmaceutical supplies will be processed under the PRP Program. The School authorizes TTI to act on its behalf with respect to such billing and collection activities. TTI will not adjudicate claims or process them directly. TTI will assist in the reimbursement process. Unless otherwise agreed, no federal or state program shall be included in the PRP.
4. **PRP Services:** Process each claim submitted and identify missing information if any; billing of and collection from third party payers such as insurers; claims will be processed for the account of the school only, provided the School has valid and proper assignments from students for third party reimbursements to which the student may be entitled.
5. **Funding:** TTI and SPI will establish, maintain, and manage an account for the benefit of the schools participating in the PRP program to receive funds from third party payers as reimbursement for pharmaceutical products billed and collected pursuant to the PRP program (“Reimbursement Account”). The School authorizes the deposit into the Reimbursement Account of all funds collected on its behalf pursuant to the PRP, and authorizes TTI and SPI to take any actions necessary to fulfill the purposes and intent of this section. At any time, the School may request in writing that the balance held in the account for the benefit of the School be paid to the School.
6. **Information:** All information regarding a claim shall be provided by the School to TTI or its designee for processing; the School is responsible for the accuracy of the data and material submitted by the School for reimbursement. SPI shall also provide TTI with its information necessary to make and file a claim for third party reimbursements and is responsible for the accuracy of the data and material submitted for payment by them.
7. **Reports:** Monthly, TTI or SPI will provide the School a report of (i) billing and collection activities; (ii) Reimbursement Account information including balance, adjustments, and withdrawals; (iii) SPI balances and outstanding credits for reimbursements available through SPI for future purchases of pharmaceutical products from SPI, and (iv) such other reports as the School may reasonably request.
8. **Other:** All parties will comply with applicable state, federal and local laws and regulations including Privacy laws. The School represents it is not a “covered entity” under HIPPA. SPI represents it has and will maintain valid billing numbers and relationships with third party vendors (e.g. an NPI number) and a valid pharmacy license. All parties are independent contractors regarding the others, shall have the right to audit the books and records of the other, and are responsible for their respective actions or failure to act; unless agreed in writing, no other terms apply to this PRP program.