SUPPLEMENTAL DRUG PROGRAM DATA SHARING PARTNER AGREEMENT

This Data Sharing Agreement (the "Agreement") for the exchange of enrollment information is entered into between (Insert Data Sharing Partner Name), with its principal address at (Insert Data Sharing Partner Address and the United States Department of Health and Human Services, acting by and through the Centers for Medicare & Medicaid Services ("CMS") (the "Parties") on this ___th day of _____, 20__ (the "Effective Date").

RECITALS

I. MEDICARE PRESCRIPTION DRUG, IMPROVEMENT, AND MODERNIZATION ACT OF 2003 AND SUBSEQUENT REGULATIONS AND THEIR IMPACT ON SUPPLEMENTAL DRUG PROGRAM DATA SHARING PARTNERS

The Medicare Prescription Drug, Improvement, and Modernization Act (MMA) was enacted in 2003 and includes a new prescription drug benefit, referred to as Medicare Part D. Part D plans, which include private prescription drug plans (PDPs), and Medicare Advantage plans (MA-PDs) will administer the Medicare Part D prescription drug benefit. The MMA introduces a new concept called “true out-of-pocket” (TrOOP) costs. TrOOP refers to the incurred out-of-pocket costs a Medicare Part D enrollee must spend in a calendar year on Part D covered drugs in order to reach the Part D catastrophic coverage threshold. Part D Plans require up-to-date, validated information about other prescription drug coverage to accurately calculate an enrollee’s TrOOP spending. Supplemental Drug Program data sharing partners require similar information about the Medicare Part D enrollment of their covered individuals.

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish conditions under which (1) the Supplemental Drug Program Data Sharing Partner, as defined in Section IV, agrees to provide prescription drug coverage data to the CMS, as more specifically set forth in Attachment A and in the User Guide; and (2) the CMS agree to provide the Supplemental Drug Program Data Sharing Partner with Medicare Part D enrollment data, as more specifically set forth in Attachment B and the User Guide on Enrollees for whom the Supplemental Drug Program data sharing partner provides prescription drug coverage. Supplemental Drug Programs that offer prescription drug coverage supplemental to Medicare Part D such as ADAPs, PAPs, State Programs and charities want to be included in the point of sale coordination of benefits process that will be taking place at the pharmacy which was developed to support the Medicare Part D benefit. As a result, there is a need by both parties to exchange eligibility information. This will allow for a more seamless coordination of benefits process and will also help to sustain accurate TrOOP calculation. The parties to the agreement seek to more efficiently coordinate the payment of prescription drug benefits and premiums with Medicare Part D plans in accordance with the MMA and subsequent regulations.

III. SUPPLEMENTAL DRUG PROGRAM DATA SHARING USER GUIDE

A User Guide" has been produced to accompany this Agreement, and is incorporated herein by reference as the "User Guide." The User Guide is designed to accommodate the ordinary process changes and revisions that result from monthly program operations. Current operational versions of the input and response data illustrated in Attachments A through C can be found in the User Guide.

IV. DEFINITIONS

1. "State Pharmaceutical Assistance Program (SPAP)"-- refers to a State program which meets the requirements as set forth in 1860 D-23(b) of the MMA and subsequent regulations and has been verified by CMSO as specified in Section V of this agreement.
2. "Patient Assistance Program (PAP)"—refers to a program in which pharmaceutical manufacturers provide financial or medication assistance (free medicines) to low-income individuals.
3. "Aids Drug Assistance Program (ADAP)"—refers to a program funded under the Ryan White Care Fund and which provides drug coverage assistance for HIV/AIDS patients when there are gaps in private and public insurance.
4. "Supplemental Drug Program Data Sharing Partner"—refers to those partners that provide prescription drug coverage or financial assistance which is supplemental to Part D including although not limited to PAPs, ADAPs, unqualified SPAPs and charities.
5. "Covered Individual"—refers to an individual who is eligible for and enrolled in a Supplemental Drug Program and receives coverage through such a plan.
6. "Medicare Part D Enrollment--" This term refers to information about the Medicare Part D plan enrollment of the Medicare Part D enrollee.
7. "Medicare Part D Enrollee" -- refers to a Medicare beneficiary who is enrolled in a Medicare Part D plan and receives coverage through such plan.…
8. "Medicare Part D Plan" refers to a PDP, MA-PD, or a Pace Plan offering qualified prescription drug coverage, or a cost plan offering qualified prescription drug coverage.
9. "TrOOP Facilitation BIN/PCN"—refers to the unique numbers used to electronically route pharmacy claims information assigned to network pharmacy payers that will identify coverage that is supplemental to Medicare Part D.
10. "Standard BIN/PCN"—refers to the numbers used when routing electronic pharmacy claims information assigned to network pharmacy payers.

11. "Agent"— shall mean an individual or entity authorized by the data sharing partner to act on the partner's behalf for purposes of administering this Agreement. For purposes of this Agreement, all actions undertaken by the agent in administering this Agreement on behalf of the data sharing partner shall be binding on the data sharing partner.

V. TERMS AND CONDITIONS

In consideration of the mutual promises and representations set forth in this Agreement, the Parties agree as follows:

A. MEDICARE PART D ENROLLMENT DETERMINATION FOR SUPPLEMENTAL DRUG PROGRAM COVERED INDIVIDUALS

In accordance with the process described in "C," below, the Supplemental Drug Program Data Sharing Partner shall identify those Supplemental Drug Program covered individuals, as defined in Section IV of this Agreement, and the CMS shall identify those Supplemental Drug Program covered individuals that are Medicare Part D enrollees. The Supplemental Drug Program Data Sharing Partner further agrees that a completed copy of Attachment C, the Supplemental Drug Program Implementation Questionnaire, will accompany the copy (s) of this agreement delivered to CMS.

B. PREPARATORY PERIOD AND TEST PROCEDURES FOR CONTINUING ELECTRONIC DATA EXCHANGE FOR SUPPLEMENTAL DRUG PROGRAM COVERED INDIVIDUALS

Within ten (10) business days after the effective date of the Agreement, the CMS, the CMS Coordination of Benefits (COB) contractor and the Supplemental Drug Program data sharing partner will begin to discuss the operational terms of the Agreement. This shall include discussions on data requirements, file submissions, review of error codes and any other issues. This Preparatory Period shall be completed within thirty (30) business days after the effective date of the agreement. If the Supplemental Drug Program Data Sharing Partner is unable to meet the specified timeframe of the Preparatory Period, the Supplemental Drug Program Data Sharing Partner shall notify the CMS in writing of this delay. Within five (5) business days of receipt of this notice from the Supplemental Drug Program Data Sharing Partner, the CMS will contact the Supplemental Drug Program Data Sharing Partner to agree on a mutually acceptable time frame in which to complete the Preparatory Period.

Prior to submitting its Initial Input File, the Supplemental Drug Program Data Sharing Partner shall conduct tests of its ability to provide to the CMS a "Test" Initial Input File, receive a "Test" Response File, and correct errors identified in the Test Initial Input File and add new Supplemental Drug Program Data Sharing Partner Covered individuals in a "Test" Monthly Input File. The Test process is described in detail in the User Guide.

After successfully completing the Test process, the Initial Input File shall be submitted in accordance with the provisions of Section C hereof.

C. CONTINUING ELECTRONIC DATA EXCHANGE FOR SUPPLEMENTAL DRUG PROGRAM COVERED INDIVIDUALS

1. Within forty-five (45) days of the completion of the process described in Section B hereof (the "Preparatory Period"), the Supplemental Drug Program Data Sharing Partner shall provide to the CMS a file containing the data elements listed in Attachment A, in the record layout prescribed in the User Guide, with respect to Supplemental Drug Program covered individuals ("Initial Input File"). The data provided by the Supplemental Drug Program in the Initial File shall cover all the periods of coverage for

the above-mentioned Supplemental Drug Program covered individuals from (insert date no earlier than November 1, 2005) through the first day of the month following the Initial File Date.

2. The CMS shall search its Medicare enrollment files for the Supplemental Drug Program covered individuals identified on the Supplemental Drug Program's Initial Input File. Where a match occurs, the CMS shall annotate its Medicare Part D enrollment files to identify the Supplemental Drug Program as a supplemental prescription drug payer to the Medicare Part D plan for these Supplemental Drug Program covered individuals.

3. Within fifteen (15) days of the CMS's receipt of the Supplemental Drug Program's Initial Input File, the CMS shall provide to the Supplemental Drug Program a file containing the data elements listed in Attachment B, in the record layout prescribed in the User Guide, for individuals identified under the electronic match conducted pursuant to ¶ B.2 ("Response File").

4. Within fifteen (15) days of the Supplemental Drug Program's receipt of the CMS's Response File, the Supplemental Drug Program shall submit the next monthly Input File, having:

    a. examined the Response File to determine whether the CMS was able to apply the Supplemental Drug Program's prescription drug coverage contained in the Input Records to the CMS enrollment files;

    b. examined the Response File to determine whether there were errors in the Input Records that prevented the CMS from determining the Medicare Part D enrollment of the Supplemental Drug Program's covered individuals or from applying the Supplemental Drug Program's prescription drug coverage contained in the Input Records to the CMS enrollment files;

    c. corrected all errors contained in the Input Records so that the CMS can determine the Medicare Part D enrollment of the Supplemental Drug Program's covered individuals and apply all Supplemental Drug Program prescription drug coverage contained in the Input Records where the Supplemental Drug Program's covered individual was identified as a Medicare Part D enrollee in subsequent Input Files; and

    d. updated the Supplemental Drug Program's internal records with all corrections made by the CMS during processing of the Input File and by the Supplemental Drug Program after receiving the Response File.

    Monthly Input Files shall contain records of all Supplemental Drug Program covered individuals whose Supplemental Drug Program terminated up to twenty-seven (27) months prior to the first day of the month in which the Monthly Input File is generated, or whose Supplemental Drug Program enrollment terminated after December 31, 2005, whichever date is most recent.

D. CORRECTION OF ERROR RECORDS

Upon receipt of the Supplemental Drug Program's Initial and Monthly Input Files, the CMS shall analyze the files to identify any errors and defects in the data provided (e.g., data that is not readable or data that does not comply with the terms of the Agreement). When it detects errors and/or defects with submitted data, the CMS shall provide to the Supplemental Drug Program a Response File containing the data elements listed in Attachment B and in the record layout prescribed in the User Guide, identifying the errors detected on the Initial or Monthly Input Files. The Supplemental Drug Program shall undertake the steps necessary to correct any error records identified on a Response File, provided such records can be corrected by the Parties, and resubmit those records on the next Input File.

E. Rx BIN AND PCN CODES

Both the Rx BIN and PCN are numbers used in the electronic routing of pharmacy benefit reimbursement information. The prescription Benefit International Number (Rx BIN) and the Pharmacy Benefit Processor Control Number (PCN) are assigned to network pharmacy payers by the American National Standards Institute (ANSI) or the National Coalition for Prescription Drug Programs (NCPDP). All network pharmacy (point-of-sale) payers have an Rx BIN. Many, though not all, also have a PCN. The Input and Response Files used by the Supplemental Drug Program Data Sharing Agreement program include data fields for both Rx BIN and PCN reporting.

To participate in the TrOOP Facilitation process, Supplemental Drug Programs should obtain a unique Rx BIN or PCN number to code for coverage that is supplemental to Medicare Part D. This unique coding will assure that the supplemental paid claim is captured by the TrOOP Facilitation contractor in the claim response from the payer to the pharmacy provider. The "TrOOP Facilitation" Rx BIN(s) or PCN(s) will be separate and distinct from the Supplemental Drug Program's standard Rx BIN(s) and PCN(s). The TrOOP Facilitation Rx BIN and PCN are the appropriate routing numbers for Input Records.

When CMS identifies a Supplemental Drug Program covered individual on the Input File as a Medicare Part D enrollee, the prescription drug coverage and TrOOP Facilitation Rx BIN and PCN routing information will be provided to the Part D plan and the TrOOP Facilitation contractor. By signing this Agreement, the Supplemental Drug Program agrees to obtain a TrOOP Facilitation Rx BIN or PCN for network pharmacy (point-of-sale) coverage. In addition, the Supplemental Drug Program must provide CMS with a list of all its Standard and TrOOP Facilitation BINs and PCNs no later than ten (10) business days prior to the submission of the Initial Input File. (See Number 13, in Section O.)

F. BENEFICIARY AUTOMATED STATUS INQUIRY SYSTEM (BASIS)

The BASIS application: When the Supplemental Drug Program has a more immediate need to know Medicare Part D enrollment than via the monthly electronic data exchange process, BASIS allows the Supplemental Drug Program to make a limited number of on-line queries of

the Medicare Part D enrollment of its Supplemental Drug Program covered individuals through a private web-based host. Access to BASIS is contingent on the Supplemental Drug Program having submitted its Initial Input File and its Monthly Input File during the last monthly production cycle. Refer to the User Guide for more detail about the BASIS process outlined as follows:

a. CMS shall (through its designated contractor) assign an Supplemental Drug Program personal identification number ("SPIN") to the Supplemental Drug Program. The SPIN information shall be received by the designated Supplemental Drug Program Contact Person within 30 days of submission of the Initial Input File, as described in Sections A. and B. above, along with information concerning the designated telephone line to be used for the BASIS application.

b. CMS shall notify the Supplemental Drug Program when the BASIS application is operational and shall provide detailed instructions to assist the Supplemental Drug Program in using the BASIS application.

c. The Supplemental Drug Program shall dial a designated telephone line to access the BASIS application using its assigned SPIN. For each Supplemental Drug Program covered individual for whom the Supplemental Drug Program is requesting Medicare Part D enrollment information, the Supplemental Drug Program shall enter the following data elements that the Supplemental Drug Program maintains in its system concerning that individual:

- Social Security Number
- Last Name
- First Initial
- Date of Birth
- Sex
- HICN (optional)

d. The CMS shall post the results containing the data elements listed in the User Guide of the above referenced inquiry(s) to BASIS within forty-eight (48) hours after the Supplemental Drug Program submitted its inquiry(s) to the BASIS application.

G. DUTY TO OBTAIN DATA

The Supplemental Drug Program may be in possession of some, but not all, of the data elements identified in Attachment A and the User Guide. With respect to data not now in its possession, the Supplemental Drug Program shall use its best efforts to obtain such data as soon as reasonably possible. With respect to data not now in its possession or incorrect, where the data cannot be obtained because an enrollment, re-enrollment or renewal date of the Supplemental Drug Program will not occur in the next six (6) months, the Supplemental Drug Program shall individually contact each Supplemental Drug Program covered individual with respect to whom data is missing or incorrect, to obtain or correct such data within thirty (30) days of becoming aware, or being notified, that the information is missing or is incorrect. The Supplemental Drug Program shall include data corrections received in response to such contact in the next Monthly Input File delivered to the CMS.

If, after following the procedures detailed above for collection/correction of data, the Supplemental Drug Program is still unable to obtain a certain data element, excluding the Social Security Number or Health Insurance Claim Number, one of which is always mandatory, the Supplemental Drug Program should still provide the CMS with as many of the other data elements as it can obtain for that Supplemental Drug Program covered individual. The Supplemental Drug Program shall follow up requests for data that remain unresolved for more than thirty (30) days.

H. TERM OF AGREEMENT

The Supplemental Drug Program and the CMS are dedicated to developing and implementing a process for exchanging data that provides the CMS with monthly Input Files and the Supplemental Drug Program with monthly Response Files on a regular and consistent basis with minimal interruption to the administration of the Supplemental Drug Program or the CMS. Accordingly, the initial term of this Agreement shall be twenty-four (24) months from the Effective Date unless earlier terminated as set forth below, and shall automatically renew for successive twelve (12) month terms unless, not less than ninety (90) days prior to the end of any term, a Party provides the other Party with written notice of its intent not to renew the Agreement. During the initial term of the Agreement, the parties shall diligently and in good faith evaluate the data exchange process and discuss and endeavor to implement modifications to the process in order to achieve the efficiency described in Section II hereof as a principal purpose of the agreement.

During the initial term or any succeeding term of this Agreement, the CMS may terminate this Agreement upon sixty (60) days prior written notice to the Supplemental Drug Program of the Supplemental Drug Program’s repeated failure to perform its obligations pursuant to this Agreement, and the Supplemental Drug Program’s failure during such sixty (60) day period to cure such breach of its obligations by satisfying the conditions set forth in such notice.

During the initial term or any succeeding term of this Agreement, the Supplemental Drug Program may terminate this Agreement upon sixty (60) days prior written notice to the CMS of the CMS's repeated failure to perform its obligations pursuant to this Agreement, and the CMS's

failure during such sixty (60) day period to cure such breach of its obligations by satisfying the conditions set forth in such notice.

Except as the parties may otherwise agree, this Agreement shall terminate in the event of enactment of any new Medicare Part D legislation which contradicts or is inconsistent with the terms of the data exchange portions of this Agreement.

I. SAFEGUARDING & LIMITING ACCESS TO EXCHANGED DATA

The Parties agree to establish and implement proper safeguards against unauthorized use and disclosure of the data exchanged under this Agreement. Proper safeguards shall include the adoption of policies and procedures to ensure that the data obtained under this Agreement shall be used solely in accordance with Section 1106 of the Social Security Act [42 U.S.C. § 1306], Section 1874(b) of the Social Security Act [42 U.S.C. § 1395k(b)], Section 1862(b) of the Social Security Act [42 U.S.C. § 1395y(b)], and the Privacy Act of 1974, as amended [5 U.S.C. § 552a]. The Supplemental Drug Program shall establish appropriate administrative, technical, procedural, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized access to the data provided by the CMS. The Supplemental Drug Program agrees that the authorized representatives of the CMS shall be granted access to the premises where the Medicare data is being kept for the purpose of inspecting security arrangements and confirming whether the Supplemental Drug Program is in compliance with the security requirements specified above.

Access to the records matched and to any records created by the matching process shall be restricted to authorized employees, agents and officials of the CMS and the Supplemental Drug Program who require access to perform their official duties in accordance with the uses of the information as authorized in this Agreement. Such personnel shall be advised of (1) the confidential nature of the information; (2) safeguards required to protect the information, and (3) the administrative, civil and criminal penalties for noncompliance contained in applicable Federal laws.

The CMS and the Supplemental Drug Program agree to limit access to, disclosure of and use of all data exchanged between the Parties. The information provided may not be disclosed or used for any purpose other than to implement the Part D coordination of benefits provisions of the MMA and subsequent regulations, and coordinate benefit payments between the Supplemental Drug Program and the Medicare Part D plans. The Parties agree that the enrollment files exchanged by the Parties shall not be duplicated or disseminated beyond updating the Parties current enrollment files.

J. PRIVACY ACT

Data that are protected in a Privacy Act System of Records (SOR) shall be released from the CMS in accordance with the Privacy Act (5 U.S.C. §552a) and the CMS data release policies and procedures. There appropriate Privacy Act disclosure exception for these releases is found in System No. 09-70-0536 (Medicare Beneficiary Database).

The parties agree and acknowledge that they are performing "covered functions" as that term is defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") under the HIPAA at 45 C.F.R. § 164.501. The parties further agree that the use and disclosure of Protected Health Information between the parties pursuant to this Agreement is for payment as defined in the Privacy Rule. The Parties further agree that the Protected Health Information be used or disclosed pursuant to this Agreement is the minimum necessary to accomplish the intended purposes of this Agreement. The parties agree to abide by all requirements of the Privacy Rule with respect to Protected Health Information used or disclosed under the Agreement.

K. RESTRICTION ON USE OF DATA

All data and information provided by the Parties shall be used solely for the purposes outlined in Section II of the Recitals. If the Supplemental Drug Program wishes to use the data and information provided by the CMS under this Agreement for any purpose other than those outlined above, the Supplemental Drug Program shall make a written request to the CMS outlining the additional purposes for which it seeks to use the data. If the CMS determine that the Supplemental Drug Program request to use the data and information provided hereunder is acceptable, the CMS shall provide written approval to the Supplemental Drug Program of the additional purpose for use of the data.

The terms of this Section K. shall not apply to the Supplemental Drug Program with respect to data contained in any Monthly Input Files, excluding any Medicare data which are provided by CMS to the Supplemental Drug Program in any Response Files.

L. PENALTIES FOR UNAPPROVED USE OR DISCLOSURE OF DATA

The Supplemental Drug Program acknowledges that criminal penalties under section 1106(a) of the Social Security Act [42 U.S.C. § 1306 (a)], including possible imprisonment, may apply with respect to any disclosure of data received from the CMS that is inconsistent with the purposes and terms of the Agreement. The Supplemental Drug Program acknowledges that criminal penalties under the Privacy Act [5 U.S.C., § 552a (I) (3)] may apply if it is determined that the Supplemental Drug Program, or any individual employed or affiliated therewith, knowingly and willfully obtained the data under false pretenses. The Supplemental Drug Program also acknowledges that criminal penalties may be imposed under 18 U.S.C. § 641 if the Supplemental Drug Program, or any individual employed or affiliated therewith, has taken or converted to its own use date file(s), or received the file(s) knowing that (it) they were stolen or converted. The Supplemental Drug Program further acknowledges that civil and criminal penalties under HIPAA (PL 104-191) may apply if it is determined that a person wrongfully discloses protected health information/individually identifiable health information.

M. SUPPLEMENTAL DRUG PROGRAM CONTACTS

Administrative Contact: The Supplemental Drug Program designates the individual listed below as the contact person for administrative or other implementation coordination issues under this Agreement. The contact person shall be the point of contact for the CMS for any administrative

questions that may arise during the term of this Agreement. If the Supplemental Drug Program changes its administrative contact person, the Supplemental Drug Program shall notify the CMS in writing within thirty (30) working days of the transfer and provide the information listed below for the new contact person.

Name:	(Insert Name)
Address:	(Insert mailing address)
Phone #:	(Insert Phone #)
Fax #:	(Insert Fax #)
E-mail:	(Insert E-mail address)

Technical Contact: The Supplemental Drug Program designates the individual listed below as the contact person for technical or other implementation coordination issues under this Agreement. The contact person shall be the point of contact for the CMS for any technical questions that may arise during the term of this Agreement. If the Supplemental Drug Program changes its technical contact person, the Supplemental Drug Program shall notify the CMS in writing within thirty (30) working days of the transfer and provide the information listed below for the new contact person.

Name:	(Insert Name)
Address:	(Insert mailing address)
Phone #:	(Insert Phone #)
Fax #:	(Insert Fax #)
E-mail:	(Insert E-mail address)

N. CMS CONTACTS

Administrative Contacts: The CMS designate the individuals listed below as the contacts for administrative or other implementation coordination issues under this Agreement. The contacts shall be the point of contact for the Supplemental Drug Program for any administrative questions that may arise during the term of this Agreement. If the CMS change the administrative contact person(s), the CMS shall notify the Supplemental Drug Program in writing within thirty (30) working days of the transfer and provide the information listed below for the new contact person.

Name:	John Albert
Phone #:	(410) 786-7457
Fax #:	(410) 786-7030
E-mail:	john.albert@cms.hhs.gov

Name:	Bill Decker
Phone #:	(410) 786-0125
Fax #:	(410) 786-7030
E-mail:	william.decker@cms.hhs.gov

Name:	Tracy Richardson
Phone #:	(410) 786-7549
Fax #:	(410) 786-7030
E-mail:	tracy.richardson@cms.hhs.gov

Address: Centers for Medicare and Medicaid Services
Office of Financial Management
Financial Services Group
Division of Medicare Secondary Payer Policy and Operations
Mail Stop: C3-14-16
7500 Security Boulevard
Baltimore, Maryland 21244-1850

Technical Contact: Upon signature of this agreement by both parties, the CMS will designate a Coordination of Benefits Contractor Electronic Data Interchange Representative as the contact for technical or other implementation coordination issues under this Agreement. The contact shall be the point of contact for the Supplemental Drug Program for any technical questions that may arise during the term of this Agreement. If the CMS change the technical contact person,

the CMS shall notify the Supplemental Drug Program in writing within thirty (30) working days of the transfer and provide the information listed below for the new contact person.

Name:	(Insert Name)
Address:	(Insert mailing address)
Phone #:	(Insert Phone #)
Fax #:	(Insert Fax #)
E-mail:	(Insert E-mail address)

O. MISCELLANEOUS

1. The Parties agree that their respective representatives, whose signatures appear below, have the authority to execute this Agreement and to bind each of the Parties, respectively, to every promise or covenant contained in this Agreement. The Effective Date of this Agreement shall be the last date of execution by the Parties.

2. No alteration, amendment, modification or other change to the Agreement shall be effective without the written consent of the affected Party or Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions contained herein shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced. This applies only to alterations, amendments, modifications or other changes to information contained in this Agreement and not to the User Guide.

3. The Parties agree that this Agreement, together with the User Guide, includes all material representations, understandings, and promises of the Parties with respect to this Agreement. This Agreement shall be binding upon the Parties, their successors, and assigns.

4. In the interest of protecting confidentiality of Supplemental Drug Program covered individual data, information received by the Parties hereto that does not result in a match relevant to this Agreement shall be destroyed within twelve (12) months following a Party's completion of the matching process. Each Party to this Agreement shall provide written confirmation to the other Party that all data and information that does not result in a match has been destroyed within that time frame if requested by either Party. The Parties further agree that the medium by which the Parties exchange stored data (e.g., round reel tapes, cartridges, CDs) shall be destroyed within twelve (12) months of receipt.

5. The Parties may transmit the data required to be exchanged under this Agreement electronically, provided the Parties agree on a methodology and format within which to exchange such documentation as required by the User Guide, and the transmission is secure.

6. The Supplemental Drug Program shall provide a header and trailer for each file submitted using the data elements in the record layout as prescribed in the User Guide.

7. The Supplemental Drug Program agrees that it will inform its related entities to the extent necessary to pay prescription drug claims in accordance with the MMA provisions. The Supplemental Drug Program shall share the Medicare Part D entitlement information, identified as a result of this data exchange, with these entities for their use in paying prescription drug claims in accordance with the Medicare Part D provisions.

8. No fees are payable by either party with respect to this Agreement.

9. Except as specifically provided herein, the rights and/or obligations of either party to this Agreement may not be assigned without the other party's written consent. This agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors, legal representatives and permitted assigns of each party hereto.

10. If either party cannot release its respective file in a timely manner, it must notify the other party at least one week prior to the scheduled release of the file that the submission shall be late. A date as to when the file will be released shall be provided at that time.

11. The Supplemental Drug Program agrees to provide to the CMS a list of all its standard and TrOOP facilitation BINs and PCNs no later than ten (10) days prior to submission of the Initial Input File. The Supplemental Drug Program further agrees to update this list within thirty (30) days of receiving any new numbers.

P. SIGNATURE OF THIS AGREEMENT

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date indicated below.

Centers for Medicare and Medicaid Services

_____

By: GERALD WALTERS DATE
Director, Financial Services Group
Office of Financial Management

Duly Authorized Representative

(Insert SUPPLEMENTAL DRUG PROGRAM Name)

_____

By: (Insert SUPPLEMENTAL DRUG PROGRAM Representative Name)
DATE
(Insert Title)

Duly Authorized Representative

V: 8/9/05