

Alternate Delivery Site – Agreement

This agreement (the “Agreement”) is set forth by and between **clinician** (“Clinician”) and **Optum Specialty, LLC** (“Pharmacy”) for the purpose of setting forth the terms under which Pharmacy may deliver patient-specific prescriptions to Clinician for patient administration.

1. **Authorization and Purpose.** Pursuant to Virginia regulation 18 VAC 110-20-275, this Agreement between Pharmacy and Clinician designates the responsibilities of the respective parties in fulfillment of delivery to an alternate delivery site of dispensed prescriptions for Clinician and/or their authorized delegate(s) to administer on-site to the patient.

2. **Pharmacy Duties.**

a. **Prescription Delivery – Pharmacy will:**

- i. Verify the processing of the prescription(s) and obtain informed consent for use of the delivery process with the patient;
- ii. Offer to counsel the patient;
- iii. Pharmacy will retain responsibility for compliance with laws relating to dispensing, transporting, and/or storage of pharmaceuticals, including licensure laws, and all liability associated with the storage, filling, and dispensing of prescription medication;
- iv. Arrange for delivery by contract with a logistics provider.
 1. Pharmacy will ensure appropriate procedures are in place for assuring security, accountability, integrity, and accuracy of delivery for the dispensed prescription from the time it leaves the pharmacy until it is handed to the Clinician representative and;
 2. All deliveries will require signature by an authorized Clinician representative;
 3. Pharmacy will notify the Clinician of the anticipated arrival date of the shipment by phone, email, or fax, to include the exact address to where the drug was shipped, the name of the patient for whom the drug was dispensed, and any special storage requirements; tracking information may also be made available through the provider portal.

b. **Consultation:** Pharmacy will be available to patients and Clinician at any time for consultation and questions about contraindications or precautions.

3. **Clinician Duties.**

a. **Prescription Delivery – Clinician will:**

- i. Hold a controlled substances registration;
- ii. Designate authorized representative(s) for receipt and signature of all prescription deliveries;
- iii. Upon delivery, verify that the patient-specific prescription(s) matches the identity of the Clinician patient and is for the right drug, dose, and route;
- iv. Immediately report any discrepancies or inaccuracies with the prescription and/or delivery to Pharmacy;
- v. Securely store patient-specific prescriptions according to labeling and in compliance with all state and federal requirements;
- vi. Offer counseling on medications to the patient;
- vii. Administer the patient-specific prescription(s) prepared by Pharmacy to the patient identified on the prescription label;

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- b. Return of Drugs:** All drugs that have left the Pharmacy that are not administered and any drugs remaining after administration must be destroyed by Clinician’s reverse distributor.
- 4. Term and Termination.** Unless terminated earlier in writing by either party for any reason or amended by subsequent Agreement, this authorization will begin upon the date both parties have signed the Agreement and remain in perpetuity.
- 5. Available for Inspection.** A copy of this Agreement and policy manuals (“Policy”), herein incorporated by reference and developed pursuant to this Agreement, will be available at the Pharmacy and at the Clinician’s office(s) and will be made available to any appropriate health licensing board upon request.
- 6. Miscellaneous.**

 - a. Changes to Agreement.** This Agreement may be modified only by a written instrument signed by both parties, however amendments to Pharmacy’s Policy manual may be updated in adherence with Virginia law and this Agreement by delivering an updated Policy manual to Clinician.
 - b. Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Virginia, without reference to its conflict of law provisions.
 - c. Assignment.** Neither Pharmacy nor Clinician may assign its rights or delegate or subcontract its duties under this Agreement without prior written consent of the other Party.
 - d. Privacy of Medical Records.** The Pharmacy and Clinician will treat all medical records or other health and enrollment information as confidential and protected against unauthorized disclosure so as to comply with all state and federal laws regarding the privacy, security, confidentiality and disclosure of individuals’ health information. Both parties to this Agreement must allow each other to use medical records as necessary to provide appropriate individual care.
 - e. Independent Contractors.** The Pharmacy and Clinician is an independent entity and nothing in this Agreement must be construed to establish an employer/employee or any other relationship other than independent parties contracting with each other for the purpose of carrying out the duties and obligations of this Agreement.

By signing this document, Pharmacy and Clinician accept the responsibilities of effectively carrying out the duties of this Agreement. The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

Clinician:

Signature: _____
Print Name: _____
Title: _____
NPI: _____
Address: _____
City/State/Zip: _____
Phone#: _____
Date: _____

Pharmacy:

Signature: Terrell Jefferson
Print Name: Terrell Jefferson
Title: VP Specialty Pharmacy Operations
Address: 1050 Patrol Rd
City/State/Zip: Jeffersonville, IN
Phone#: 877-767-0686
Fax: 844-857-4432
Date: 09/25/2023