

MedImpact 340B Contract Pharmacy Network Acknowledgement Template

Exhibit 6A Acknowledgement Agreement 340B Program

This Acknowledgement Agreement (“**Agreement**”), effective upon full execution of this Acknowledgment Agreement and registration of Member Pharmacy as a 340B contract pharmacy as shown on the OPA web-based database (the “**Program Effective Date**”), is by and between _____ with its principal office located at _____ (“**Member Pharmacy**”) and _____, located at _____ (“**Covered Entity**”) (each a “Party and collectively “the Parties”).

WHEREAS, Covered Entity is a party to a Covered Entity Service Agreement with MedImpact Healthcare Systems, Inc. (“**MedImpact**”) and/or SUNRx, LLC (“**SUNRx**”), under which, among other things, MedImpact and SUNRx assist the Covered Entity in establishing and managing contract arrangements with pharmacies that desire to provide 340B pharmacy services and perform certain functions on behalf of Covered Entity;

WHEREAS, Member Pharmacy, SUNRx, and MedImpact are parties to an Addendum for 340B and GPO Programs (the “**Addendum**”) to a MedCare® Pharmacy Network Agreement (the “**MedCare Agreement**”) that sets forth the terms under which Member Pharmacy will provide 340B pharmacy services to Covered Entities that contract with SUNRx and MedImpact under a Covered Entity Service Agreement.

NOW THEREFORE, in exchange for the mutual promises contained herein and for such additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Covered Entity hereby acknowledges that it has fully reviewed the Addendum (and Exhibits 4 through 7 to the Addendum) and understands the effect and meaning of the terms contained therein.
2. Covered Entity hereby: (i) engages Member Pharmacy to provide 340B pharmacy services in accordance with the terms of the Addendum; (ii) accepts and adopts the obligations of the Covered Entity as stated therein; and (iii) approves all delegations set forth in the Addendum and understands that such delegations do not relieve the Covered Entity of its obligations and ultimate responsibility for 340B compliance.
3. Member Pharmacy hereby: (i) agrees to act as a contract pharmacy for the Covered Entity in accordance with the terms of the Addendum and the MedCare Agreement; and (ii) accepts and adopts the obligations of the Member Pharmacy as stated therein.
4. 340B DISPENSING FEE: Covered Entity hereby acknowledges and agrees to the reimbursement rate per Program Price Claim, attached hereto and incorporated by reference.

Reimbursement for Claims that Process as Program Price Claims (Brand and Generic):

\$_____ dispensing fee plus replenishment of the Covered Drug by the Covered Entity in accordance with Section VII of the Addendum.

Third Party Claim Reimbursement Rate (Brand and Generic):

\$_____ dispensing fee plus replenishment of the Covered Drug by the Covered Entity in accordance with Section VII of the Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgement Agreement, intending to be legally bound hereby:

Member Pharmacy:	Covered Entity:
By: _____	By: _____
Date: _____	Date: _____
NCPDP/Chain Code: _____	