

COMPOUNDING PHARMACY USE AGREEMENT

This Compounding Pharmacy Use Agreement (the "Agreement") is by and between Northmark Pharmacy, LLC (hereinafter referred to as "Pharmacy") and _____ (hereinafter referred to as "Practitioner"). Each of the parties agrees as follows:

1. Practitioner acknowledges that it purchases from Pharmacy a compounded preparation of Avastin™ (Bevacizumab) for use in Practitioner's office.
2. Pharmacy acknowledges that it provides the compounded preparation of Avastin™ (Bevacizumab) to Practitioners for practice use and that it provides such compounded preparation subject to the terms of this Agreement.
3. Pharmacy represents, warrants and covenants to Practitioner that the Pharmacy shall:
 - i. Comply with all applicable federal, state, and local laws, rules, regulations, guidelines, and policies that govern or apply to compounding preparations, including but not limited to, the United States Pharmacopeia (USP) Chapter 797 guidelines related to sterile preparations and regulations governing labeling;
 - ii. Be accredited and licensed by the Pharmacy Compounding Accreditation Board;
 - iii. Be licensed by all appropriate state boards of pharmacy required by law;
 - iv. Maintain a record of all compounded preparations distributed by Pharmacy to Practitioner for office use, such records shall include: the date of the order; the name, address, and phone number of the Practitioner who ordered the preparation; the patient name, strength and quantity of the preparation ordered; beyond use date of thirty (30) days for the preparation; and the pharmacy control number of the preparation;
 - v. While a business associate agreement between the Pharmacy and Practitioner is not required, Pharmacy shall maintain confidentiality of all protected health information the Pharmacy receives in compliance with the Health Insurance Portability and Accountability Act (HIPAA), the HIPAA Security and Privacy Regulations, as amended by the Health Information and Technology for Economic and Clinical Health ("HITECH") Act, and its regulations;
 - vi. Act according to professional standards for reporting adverse events which may include, but not be limited to, notifying Medwatch; and
 - vii. Notify Practitioner if any batch of compounded preparation prepared by Pharmacy fails sterility or endotoxin testing performed either by Pharmacy or a third party.
4. Practitioner represents, warrants, and covenants to Pharmacy that the Practitioner shall :
 - i. Directly administer any compounded preparations prepared by Pharmacy for Practitioner to the patients of Practitioner. Practitioner agrees not to sell, or otherwise dispense, such compounded preparations to any third party or entity;
 - ii. Include on a patient's chart, medication order, or medication administration record, the pharmacy control number, and beyond use date of any compounded preparation administered to the patient that was provided to the Practitioner by the Pharmacy;
 - iii. Keep a record of all compounded preparations ordered and received from Pharmacy, their lot number and beyond use date, and the name, address, and phone number of the patient receiving the compounded preparation, including the date that the patient received the compounded drug; and
 - iv. Refrigerate and store the compounded preparation of Avastin™ (Bevacizumab) at 2-8°C (36-46°F), protected from light, until use and shall not freeze or shake such preparation.
5. Upon receipt of Pharmacy's invoice, Practitioner shall pay Pharmacy within 30 days of receipt.

This Agreement is effective as of the latter of the dates set forth below and can be terminated by either party at any time upon thirty (30) days prior notice to provide time to finalize preparations and payments.

Date

Authorized Representative of Northmark Pharmacy, LLC

Date

Practitioner