



[DATE]

[ADDRESS]

Re: Letter of Agreement (LOA) for Research Services

Dear _____,

Express Scripts, Inc., (“ESI”) and _____ (“Client”) are parties to a _____ Agreement effective _____ (“Agreement”), the terms of which are incorporated herein by reference, and which sets forth the terms and conditions relating to the services provided under the Agreement. Any capitalized terms not defined herein shall have the meaning set forth in the Agreement.

ESI offers to its clients and members opportunities to support public and private entities who have engaged in research studies designed to broad the ability to prevent and treat disease. ESI offers a variety of services related to identifying potential subjects and research projects for Client’s Members and providing educational materials pertaining to academic and private research opportunities.

In further support of services provided to Client, this Letter of Agreement (“LOA”) will serve to memorialize the parties’ understanding and agreement regarding ESI’s access to and use of Client’s data contained within ESI’s systems and reports for the purpose of providing additional research and clinical trial services to Clients and its Members. ESI acknowledges and agrees that: (i) they shall access and use Client’s data only as permitted by HIPAA and as necessary to provide or administer the services including those described below; (ii) the data accessed shall remain subject to the protections and terms of the Agreement and this LOA; and (iii) the following services may be provided to Client and Client’s Members:

- Client’s Members will be included as potential research subjects evaluated for research opportunities and studies;
- ESI will identify Members who might qualify for study participation using data available to ESI including Client’s data;
- ESI would contact potentially qualifying Members, or their providers, with information about the study and how to receive further information. This might include information pertaining to a research partner or additional resources available to the Member.
- Participation is voluntary and there is no cost to you or to the Member.
- ESI would provide a one-way communication to potentially qualifying Members, or their providers, who potentially fit the study parameters informing them of a study. Further action related to any particular study would be at the Member’s individual option.
- ESI would conduct analysis using Client data to determine providers or pharmacies with potentially eligible Members to better support recruitment for the study.

The parties agree that ESI may create, use, and disclose a limited data set in accordance with 45 CFR 164.514(e) or create, use, disclose PHI for research purposes as permitted by a covered entity pursuant to HIPAA including 45 CFR

164.512 or 45 CFR 164.502(a)(1)(i). Specifically, ESI may use Client's data, Confidential Information, or PHI for research purposes including but not limited to activities that are preparatory to research, as permitted pursuant to 45 CFR 164.512 and 45 CFR 164.502, or to create, use, and disclose a limited data set pursuant to 45 CFR 164.514(e). Such activities may include but are not limited to: data analytics, patient mapping, protocol development, activities to identify and contact potential participants, support for IRB approval, disclosure of information for or at the request of study participants, and use of de-identified information where possible to support the research activities. ESI may only use or disclose Protected Health Information or Personal Information for research purposes, to the extent such uses or disclosures are permitted by Covered Entity under applicable law.

The parties agree that this LOA shall be binding on and inure to the benefit of each of the parties and their respective successors and assignees. This LOA may be signed using one or more counterparts. The several executed copies together shall be considered an original and shall be binding on the parties.

To indicate acceptance of the terms contained herein, please have this LOA signed and returned to ESI Sales or Account Executive via email.

Sincerely,

Accepted and agreed to by:

By: _____

Printed Name: _____

Title: _____

Date: _____