National Home Infusion Association

COVID-19 Home Infusion Therapy Participation Agreement

This agreement is between _____ ("_____"), ("Participant"), with a principal place of business of _____, and the National Home Infusion Association ("NHIA"), having a principal place of business at 1600 Duke St., Suite 410, Alexandria, VA 22314. This agreement is effective as of executed date below.

WHEREAS, The National Home Infusion Association (NHIA) wishes to promote the utilization of monoclonal antibodies for treatment of COVID-19 in eligible, high-risk individuals; and

WHEREAS, NHIA has the capacity to identify and qualify home infusion providers capable of providing COVID-19 treatments in accordance with established industry standards for quality and safety; and

WHEREAS, home infusion providers have an interest in assisting with providing COVID-19 monoclonal antibodies in accordance with the Emergency Use Authorization (EUA) approved by the Food and Drug Administration to eligible and consenting individuals; and

WHEREAS, the Participant is a licensed and accredited home infusion provider and desires to be listed on the NHIA website and is willing to share utilization and clinical outcome data for purposes of contributing to the scientific understanding of the effective use of these treatments.

NOW, THEREFORE, the parties agree as follows:

1. SERVICES & RESPONSIBILITIES

PARTICIPANT agrees to:

- Conduct outreach within their home infusion service area to promote utilization of COVID-19 treatments for qualified patients who consent to treatment;
- Assist with patient assessments for eligibility per the EUA, obtain physician orders, coordinate nursing services, dispense, deliver, and administer the product;
- To make every effort to perform infusions within 24 hours of receiving a qualified referral;
- Participate in informational meetings or calls as determined by NHIA to hear updates about the program;
- Provide NHIA with a single point of contact for communications and collection of required data;
- Grant NHIA permission to include PARTICIPANT company name, location, and contact information on the NHIA website as an eligible provider;
- Report all Serious Adverse Drug Events as outlined in the Food and Drug Administration Emergency Use Authorizations for monoclonal antibody products.
- Make every effort to collect and submit outcome data according to established deadlines, including, but not limited to the following:

- Product ordered, date of infusion; prescriber specialty;
- The age, gender, and ethnicity of each patient treated;
- Patient clinical data, including date of symptom onset, whether the patient experienced adverse events, hospitalizations, or death as of day 7 post treatment

NHIA Agrees To:

- Inform and educate PARTICIPANT about COVID-19 treatments and related services according to the program criteria;
- Create resources for entities interested in taking advantage of the program and facilitate finding a home infusion provider in their service area;
- Create a publicly accessible database of approved, qualified home infusion providers (as defined above) to assist State Health Departments, hospitals, and other entities in allocating monoclonal antibody products for patients;

2. TERM & TERMINATION

a. Term. This Agreement will begin on the Effective Date and will terminate one year from the effective date.
b. Termination. Either party may terminate this Agreement upon ten (10) days written notice delivered to the other party.

3. BILLING

a. PARTICIPANT will bill the payer source directly for all services and supplies provided in accordance with the program criteria.
b. NHIA is not responsible for unpaid claims associated with services provided by PARTICIPANT.

4. PROTECTION OF HEALTH INFORMATION

PARTICIPANT represents and warrants that it will comply with all federal, state and local laws, regulations, ordinances and guidance pertaining to confidentiality, use and disclosure of patient health information with regard to all information and records obtained, reviewed and/or generated in the course of providing services hereunder and shall permit access to such information and records only as authorized by law. Without in any way limiting the foregoing, this obligation includes all requirements set forth in the Health Insurance Portability and Accountability Act (HIPAA), as amended, and regulations and guidance issued pursuant thereto.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

PARTICIPANT will indemnify, defend and hold harmless NHIA, its affiliates and their respective officers, directors and employees from and against all claims, damages, losses, liabilities and expenses, including court costs and reasonable attorney fees, which arise from or are related to PARTICPANT'S: (a) negligent acts or omissions or willful misconduct in performance of the services; (b) breach of this agreement; or (c) failure to comply with any applicable laws, rules, statutes, ordinances, or regulations in performance of the services. NHIA will provide Participant with prompt notice of any such claim and will reasonably cooperate with Participant and its legal representatives in the investigation of any matter regarding the subject of the indemnification, at Participant's expense. Participant shall not enter into any non-monetary settlement or admit fault or liability on NHIA's behalf without NHIA's prior written consent.

6. FORCE MAJEURE

Neither party will be liable to the other for any delay in, nor failure of performance of their respective obligations under this Agreement caused by occurrences beyond the control of the party (as the case

may be).

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto:

National Home Infusion Association

_____	_____
Signature	Signature
_____	_____
Print Name/Title	Print Name/Title
_____	_____
Date	Date

Appendix A

Participating Locations for: _____

(Company name)

*Company may provide the location list using the format below or by attaching a separate document.

Street Address	City/State/Zip	Phone	State Pharmacy License #	Nursing License #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				