

**NETWORK PHARMACY
AGREEMENT TO PARTICIPATE**



THIS NETWORK PHARMACY AGREEMENT (the "Agreement") is made as of this date, _____ by _____
NCPDP# _____, a _____ corporation, (hereinafter referred to as "Pharmacy"), and
Wholesale Alliance TPS, LLC (d/b/a/ BeyondRx) a Kansas corporation (hereinafter referred to
as "BeyondRx ").

Subject to the terms and conditions of this Agreement, Pharmacy desires to contract with BeyondRx for the purpose of providing pharmacy services to or on behalf of designated beneficiaries of companies under contract with BeyondRx.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pharmacy and BeyondRx do hereby agree as follows:

1.0 DEFINITIONS

1.1 "Average Wholesale Price" or "AWP" shall mean the average wholesale price for a Drug Product (as defined herein) as established and updated by MediSpan. Pricing will be honored based on the accurate pricing from such national drug database as of the date dispensed.

1.2 "Beneficiary" or "Beneficiaries" shall mean any person or persons eligible to receive Benefits (as defined herein) pursuant to a Service Agreement (as defined herein).

1.3 "Benefits" shall mean the health care services provided for in a Service Agreement.

1.4 "Brand" shall mean a specific manufacturer's registered name for a drug.

1.5 "Direct Price" or "DP" shall mean the manufacturer's published catalog or list price for a drug product to non-wholesalers, as established by MediSpan.

1.6 "Drug Product" shall mean a medication or medical product or device.

1.7 "Generic" shall mean the term assigned to each drug by the United States Adopted Names Council.

1.8 "Legend Drug" shall mean any drug which is required to bear on its labeling the federal legend "Caution: Federal Law Prohibits Dispensing Without a Prescription."

1.9 "Maximum Allowable Cost" or "MAC" shall mean the maximum price allowed by BeyondRx for a Generic Drug Product. BeyondRx shall furnish a copy of the MAC list to Pharmacy upon request and provide notice to Pharmacy of any changes to the MAC List.

1.10 "Network Pharmacy Agreement" shall mean the contract entered into between a Pharmacy Participant and BeyondRx to both provide pharmacy services to or on behalf of a Plan Sponsor.

1.11 "Pharmacy Participant" shall mean the pharmacy or pharmacies listed in Exhibit A, which is or are licensed by the applicable state or governmental agency regulating pharmacies in the state where such pharmacy or pharmacies is or are conducting business which has or have entered into a Third Party Network Pharmacy Agreement which is similar to this Agreement or a Network Pharmacy Agreement with BeyondRx to provide pharmacy services to or on behalf of a Plan Sponsor (as defined herein).

1.12 "Preferred Pharmacy Network" shall mean the organization of Pharmacy Participants (as defined herein) who have contracted with BeyondRx to provide pharmacy services to Beneficiaries.

1.13 "Pharmacy Services Agreement" shall mean the contract between a Plan Sponsor and BeyondRx where the Plan Sponsor accesses the BeyondRx Pharmacy Network (as defined herein) to make pharmacy services available to Beneficiaries.

1.14 "Plan Sponsor" shall mean an entity which has entered into a Pharmacy Services Agreement with BeyondRx.

1.15 "Prescription" shall mean any order, written or verbal, by a medical practitioner who is authorized by state law to prescribe Legend Drugs.

1.16 "Service Agreement" shall mean the contract entered into by the Plan Sponsor with or for the benefit of a Beneficiary where the Plan Sponsor agrees to make health care services available to the Beneficiary.

1.17 "Usual & Customary" or "U&C" shall mean the lowest price charged to a cash-paying customer for a specific Legend Drug on a specific day.

1.18 "Wholesale Acquisition Cost" or "WAC" shall mean the manufacturers' published catalog or list price for a drug product to wholesalers, as established and updated by MediSpan. Pricing shall be honored based on the accurate pricing from such national drug database as of the date dispensed.

2.0 RESPONSIBILITIES OF PHARMACY

The Pharmacy agrees to the following terms and conditions:

2.1 Pharmacy shall comply with the applicable reimbursement terms and conditions set forth in the Pharmacy Services Agreement. The reimbursement terms and conditions set forth in the Pharmacy Services Agreement are described in Exhibit B. In accordance with the Pharmacy's duties arising under the Pharmacy Services Agreement, the Pharmacy, upon receipt of a Prescription, shall sell Legend Drugs to Beneficiaries who have a valid and current Identification Card (as defined herein). If in the event the Pharmacy fails to comply with the terms and conditions set forth in the Pharmacy Services Agreement, BeyondRx may terminate this Agreement in accordance with Section 6.2 of this Agreement.

2.2 Pharmacy shall comply with the Standards of Practice (set forth in Exhibit C and incorporated herein by reference), as established, or as hereafter may be amended by BeyondRx with notice to Pharmacy.

2.3 Pharmacy shall provide professional services to Beneficiaries in the same manner and with the same quality Pharmacy provides all other patients and customers.

2.4 Pharmacy shall submit claims to BeyondRx for services provided by Pharmacy to a Beneficiary pursuant to and in accordance with the terms and conditions of a Pharmacy Services Agreement, within forty-five (45) days of providing such goods and services.

2.5 Pharmacy must collect all authorized Deductibles and Copayments (as defined in the Pharmacy Services Agreement) from Beneficiaries in full where Beneficiaries are required pursuant to a Pharmacy Services Agreement to pay such Deductibles and Copayments. Pharmacy agrees to collect the Deductible or Copayment as indicated and agrees not to waive or discount this Deductible or Copayment.

2.6 Pharmacy shall maintain professional liability insurance in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) combined single limit and Three Million and NO/100 Dollars (\$3,000,000.00) in the aggregate. Upon request by BeyondRx, Pharmacy shall provide BeyondRx with a Certificate of Insurance.

2.7 Pharmacy acknowledges that it is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and their implementing regulations. Pharmacy shall comply fully with all applicable federal and state law related to the practice of pharmacy and the confidentiality and security of protected health information and other non-public personal information, including, but not limited to, HIPAA, HITECH and their implementing regulations.

2.8 Subject to applicable laws and regulations, and upon reasonable notice (no less than five (5) business days) to Pharmacy, BeyondRx or a Plan Sponsor shall have the right to examine the records of Pharmacy relating to prescription services rendered to Beneficiaries and to verify professional liability insurance coverage.

3.0 RESPONSIBILITIES OF BeyondRx

3.1 BeyondRx and/or its processing agent shall provide Pharmacy, through the electronic transmission link ("on-line system"), with Beneficiary eligibility, Copayment amount and Benefit coverage information. BeyondRx is responsible for all information provided through the on-line system. A positive response via online messaging will guarantee eligibility and payment.

3.2 BeyondRx will insure that all Beneficiaries are provided with a positive form of identification ("Identification" or "Identification Card") containing, but not limited to, the Beneficiary's identification number and name. Eligibility to receive the prescription benefit is established through the on-line system authorizing dispensing for the Beneficiary.

3.3 Claims will be paid by BeyondRx within fourteen (14) days of the end of the cycle which payment is received from the plan sponsor. Payment to pharmacy shall be sent to the address set forth in Exhibit B.

3.4 BeyondRx shall comply fully with all applicable federal and state law related to the confidentiality and security of protected health information and other non-public personal information, including, but not limited to, HIPAA, HITECH and their implementing regulations.

4.0 RELATIONSHIPS OF BeyondRx AND PHARMACY; INDEMNIFICATION

4.1 BeyondRx and Pharmacy are separate and independent entities. Each recognizes that they are neither partners nor joint ventures and that they are not liable for the debts and obligations of each other. No provision of this Agreement is intended to create, nor shall be deemed or construed to create any relationship between Pharmacy and BeyondRx other than that of independent entities contracting with each other solely for the purpose of fulfilling the provisions of this Agreement. Neither of the parties hereto, nor any of their respective representatives shall be construed to be the agent, the employer, the employee or the representative of the other and neither shall have the authority to obligate or bind the other to any obligation or liability, contractual or otherwise.

4.2 Pharmacy specifically acknowledges that BeyondRx shall have no fiduciary duties whatsoever to Pharmacy, any employee of Pharmacy or any Beneficiary set forth in a Pharmacy Services Agreement and that BeyondRx shall not be liable or responsible for any claims, damages, demands, causes of action or suits arising out of the conduct or action of the Pharmacy. Pharmacy and BeyondRx each agree to indemnify and hold the other, their directors, shareholders, officers, employees and agents, harmless from and against any and all liability, loss, damage or injury and all reasonable costs and expenses (including reasonable counsel fees and costs of any suit related thereto) arising out of the acts or omissions of each party and their respective employees, agents or other persons performing any work or activities on each party's behalf.

5.0 CONFIDENTIALITY OF RECORDS

5.1 Pharmacy and BeyondRx mutually agree to maintain information received from the other party relating to this Agreement and any other matters covered by this Agreement as confidential. Each party shall maintain such information in the same manner that the parties maintain their own confidential information, except where such information at the time of disclosure: (i) is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise other than through an unauthorized disclosure by a party to this Agreement; (ii) is disclosed to persons under the authority of state or federal law having the right of access to such information; or (iii) is disclosed with the consent of each party.

6.0 TERM and TERMINATION

6.1 The term of this Agreement shall commence as of the date of this agreement as stated above and shall continue for one year from such date. This Agreement shall be deemed to be renewed thereafter for successive periods of one year, unless either party shall give to the other at least thirty (30) days written notice, prior to the expiration of the then current term, of its intention to either terminate this Agreement or to renegotiate the provisions thereof.

6.2 Either party may terminate this Agreement if the other party materially breaches its obligations ("For Cause Termination"). The For Cause Termination must be by written notice specifically identifying the breach and such a termination will become effective ten (10) days after the notice, unless the breach is corrected during the ten (10) day period.

6.3 If at any time during the term of this Agreement there shall be filed by or against either party in any court pursuant to any statute either of the United States or any state a petition of bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of that party's property, or if either party makes an assignment for the benefit of creditors or petition for or enters into such assignment, the other party may immediately terminate this Agreement upon written notice to that party.

6.4 Either party may terminate this Agreement without cause upon sixty (60) days prior written notice.

7.0 MISCELLANEOUS

7.1 The terms of this Agreement shall be governed by the laws of the State of Kansas. In the event of any dispute arising hereunder, the parties hereto agree that the state or federal courts located in Johnson County, Kansas, shall have jurisdiction over this Agreement and shall be the proper venue for a suit or action brought hereunder. The Pharmacy consents to the jurisdiction of such federal or state court located in Johnson County, Kansas.

7.2 This Agreement may not be amended, supplemented or changed in any manner except by a written instrument executed by both parties.

7.3 This Agreement, including all Addendums, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

7.4 The use of the masculine, feminine or neuter genders and the use of the singular and plural shall not be to give the effect of any exclusion or limitation herein.

7.5 This Agreement shall not be assigned by either party without the written consent of the other party, except either party may make any assignment of the rights, duties or obligations of this Agreement to a parent or affiliated company without the consent of the other party.

7.6 In the event of the unenforceability or invalidity of any section or provision of this Agreement, such section or provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other section or provision of this Agreement, and this Agreement shall otherwise remain in full force and effect.

7.7 Both PARTIES to this Agreement represent and warrants to the other PARTY that it is not excluded from participation in any federal health care program, as defined under 42 U.S.C. section 1320a-7b(f); and to its knowledge, there are no pending or threatened government investigations that may lead to such exclusion. Each PARTY will notify the other PARTY of the commencement of any such exclusion within seven (7) business days of first learning of it. Each party shall have the right to immediately terminate this Agreement upon learning of any such exclusion.

7.8 Pharmacy Participant shall inform BeyondRx via electronic submission of a Claim for Processing of the proper amount of a Federal, state and local sales taxes payable with respect to any sales of Covered Medications to Beneficiary. If permitted by the terms of its agreement with the Plan Sponsor, BeyondRx will bill the Plan Sponsor for any Federal, state, or local sales taxes payable with respect to Pharmacy's sales of Covered Medications to a Beneficiary, and will remit to Pharmacy any such taxes collected from Plan Sponsors. Pharmacy shall not seek to be reimbursed and shall not submit or seek to collect from BeyondRx or Plan Sponsors (a) any amounts for taxes or charges other than sales taxes; or (b) any amounts of which BeyondRx was not informed with the electronic submission of a Claim for Processing. Pharmacy shall assume the responsibility of making and shall timely make payments to the appropriate taxing authorities of the amount of Sales Tax Remittances received from BeyondRx. Applicable sales or other tax imposed by law on the dispensing of Covered Medications to Beneficiaries not reimbursed by the Plan Sponsor or BeyondRx or included in the Copayment may be pursued with the Beneficiary in accordance with applicable laws, rules and regulations, subject to the

restrictions, if any, imposed by such Beneficiary's Plan Sponsor. In no event, including non-payment by Plan Sponsor or any Beneficiary, will BeyondRx be liable for any Federal, state, or local sales taxes hereunder. For the purposes of this Section, "sales tax" means any excise tax on Covered Medications now or hereafter in existence required to be collected or paid by a retail seller on consumer retail sales, whether designed as a sales tax, gross receipts tax, retail occupation tax, value added tax, or otherwise.

8.0 PROFESSIONAL PHARMACY AUDITS

8.1 BeyondRx shall have the right, for the term of this Agreement and for three (3) years thereafter, upon ten (10) business days prior written notice to Provider, to review, audit, request copies of and examine any of the Provider's, prescription files and signature logs pertaining to Claims submitted to BeyondRx for payment of services rendered. Provider shall ensure that pharmacies cooperate in good faith in any such audits, and Provider shall participate as necessary in any such audits. If it is determined that payments have resulted in overpayments upon notification, BeyondRx may adjust future payments to offset any amounts due to BeyondRx.

8.2 Each Pharmacy must maintain a Third Party Signature Log, in the current and acceptable format, either paper or electronic for each prescription for which a claim is submitted for payment and payment is received. Signature Logs shall not be limited to in-store pharmacy pick-up and will include home deliveries and mailed prescriptions for which the Pharmacy has received payment from BeyondRx.

8.3 BeyondRx shall provide adequate time for certain discrepancies to be validated by either the physician or member or a combination of both.

8.4 BeyondRx will not extrapolate any discrepancies over a larger period of time and discrepancies found will be for prescriptions reviewed during the audit, or from subsequent review of additional prescriptions.

NOTICES

All notices relating to this Agreement shall be in writing, postage prepaid to BeyondRx, and shall be sent by Overnight or Certified mail return receipt requested, to the address below. Any notices changing the Pharmaceutical Reimbursement term and Conditions in Exhibit B must be sent thirty (30) days prior to the effective date of such change.

ATTN: _____

and to PAYOR at:

BeyondRx
PO Box 26546
Shawnee Mission, Kansas 66225
ATTN: Pharmacy Network Contracts

PAYMENT AND PAYMENT DETAIL

All payment and payment detail relating to this Agreement shall be sent to:

SIGNATURES:

Pharmacy: NCPDP:	BeyondRx:
By:	By: H. Monty Rogers
Signature:	Signature:
Title:	Title: President
Address:	Address: P.O. Box 26546
Address:	Address:
City, ST, Zip:	City, ST, Zip: Shawnee Mission, KS 66225
Telephone:	Telephone: 913-661-0299 ext 119
Fax:	Fax: 913-232-5994
Date:	Date:

EXHIBIT A
GENERAL CREDENTIALING RECORD

Pharmacy services may be obtained at the following Pharmacy Participants. Use only the physical address of the pharmacy. **PO Boxes are not allowed.**

<u>NCPDP:</u>							
<u>Name:</u>							
<u>Address1:</u>							
<u>Address2:</u>							
<u>City:</u>							
<u>State:</u>							
<u>Zip + 4:</u>							
<u>Phone#:</u>							
<u>FAX#:</u>							
<u>County:</u>							
<u>MEDICARE#:</u>							
<u>MEDICAID#:</u>							
<u>Federal Tax ID#:</u>							
<u>Email Address:</u>							
<u>DEA#:</u>							
<u>STATE LICENSE#:</u>							
<u>NPI#:</u>							
<u>Insurance Coverage:</u>							
<u>Primary Carrier:</u>							
<u>Address of Carrier:</u>							
<u>Limits per occurrence and aggregate amounts:</u>	<table style="width: 100%; border: none;"> <tr><td style="width: 50%; border: none;">_____</td><td style="width: 50%; border: none;">_____</td></tr> <tr><td style="text-align: center; border: none;">Occurrence</td><td style="text-align: center; border: none;">Aggregate</td></tr> <tr><td style="text-align: center; border: none;">\$1 million</td><td style="text-align: center; border: none;">\$3 million (REQUIRED)</td></tr> </table>	_____	_____	Occurrence	Aggregate	\$1 million	\$3 million (REQUIRED)
_____	_____						
Occurrence	Aggregate						
\$1 million	\$3 million (REQUIRED)						
Have any of your pharmacy's state license or DEA registrations been limited, suspend or revoked in the last 3 years? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If YES, please explain</i>							
Have any of your current pharmacists had their license limited, suspended or revoked within the last 3 years? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If YES, please explain</i>							
Has Medicaid or Medicare ever excluded, suspended or sanctioned participation for you or your pharmacist's license and/or your pharmacy license? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If YES, please explain</i>							
Will your pharmacy retain current copies of all pharmacy 's state permit, DEA certification, BNDD certificate, liability insurance and all staff pharmacist's license? <input type="checkbox"/> NO <input type="checkbox"/> YES Mandatory "YES" to participate.							
Pharmacy Software: _____ Switch Company: _____							

CLASS OF PHARMACY PRACTICE: (Choose the primary type only)

- | | | |
|---|--|---|
| <input type="checkbox"/> Retail (1) | <input type="checkbox"/> Grocery Store (2) | <input type="checkbox"/> Department Store (3) |
| <input type="checkbox"/> Long Term Care (4) | <input type="checkbox"/> Mail Order (5) | <input type="checkbox"/> IV Infusion (6) |
| <input type="checkbox"/> Dispensing Physician (7) | <input type="checkbox"/> Indian Health (8) | <input type="checkbox"/> VA Hospital (9) |
| <input type="checkbox"/> State Hospital (10) | <input type="checkbox"/> Institution (11) | <input type="checkbox"/> HMO Pharmacy (12) |

Patient Services: (Hours of Operation)

- M-F _____ AM to _____ PM
SAT _____ AM to _____ PM
- 24 Hours
- Available for after hours emergency calls NO YES *If YES, after hours phone number:*

Description of Services: (Check if applicable)

- | | | |
|--|--|--|
| <input type="checkbox"/> Patient Counseling | <input type="checkbox"/> Compounding capability | <input type="checkbox"/> Handicap Access |
| <input type="checkbox"/> Drive Up Window | <input type="checkbox"/> Durable Medical Equipment | <input type="checkbox"/> Generate Patient Profiles |
| <input type="checkbox"/> Acceptance of "E" scripts | <input type="checkbox"/> Blood pressure monitoring | <input type="checkbox"/> Patient reference center |
| <input type="checkbox"/> CHAINCODE(S) Compliant | <input type="checkbox"/> Bilingual: Language: | |
| <input type="checkbox"/> Written literature about Rx | <input type="checkbox"/> Influenza & Vaccine Admin | |

Pharmacy Operations:

- Maintain a patient signature log
- HIPAA compliant
- Have prescription error procedure
- DUR Reject/Messaging capabilities
- Medication error identification and reduction system in place

Acknowledgement:

The signing party of this agreement hereby acknowledges that the information provided in this document is to the best of his/her knowledge is accurate and complete.

EXHIBIT B

REIMBURSEMENT TERMS AND CONDITIONS

BeyondRx will reimburse Pharmacy within 14 business days after the end of the cycle which payment is received from plan sponsor.

VPN NETWORK

- PC = Product Cost, which is either:
 1. The unit Wholesale Acquisition Cost (WAC)* times the number of units dispensed, plus seven and twenty eight hundredths (7.28) percent, for a brand drug product or,
 2. The unit Maximum Allowable Cost (MAC)* times the number of units dispensed for a generic drug product on the BeyondRx MAC List; or
 3. Non-MAC Generic Drugs will price at (WAC) plus zero (0) percent; or
 4. The Participating Pharmacy's usual and customary price for a compounded drug product.
- DF = Dispensing Fee - \$1.75 for Brands and Generics

BRX CHOICE NETWORK

PC = Product Cost, which is either:

1. The unit Wholesale Acquisition Cost (WAC)* times the number of units dispensed, plus four and eighty eight hundredths (4.88) percent, for a brand drug product or,
 2. The unit Maximum Allowable Cost (MAC)* times the number of units dispensed for a generic drug product on the BeyondRx MAC List; or
 3. Non-MAC Generic Drugs will price at (WAC) plus zero (0) percent; or
 4. The Participating Pharmacy's usual and customary price for a compounded drug product.
- DF = Dispensing Fee - \$1.75 for Brands and Generics

In no event will the sum of the Product Cost plus the Dispensing Fee exceed the usual and customary charge of the Participating Pharmacy. Pharmacy will receive usual and customary when it's usual and customary is less than Copay but more than the calculated ingredient cost.

Where WAC is not available, Direct Price will be used.

* See definitions in Section 1.0.

EXHIBIT B

REIMBURSEMENT TERMS AND CONDITIONS

A Telecommunications Fee of \$.11 will be assessed on each approved claim and reversed claim.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Pharmacy: NCPDP:	BeyondRx:
By:	By: H. Monty Rogers
Signature:	Signature:
Title:	Title: President
Address:	Address: P.O. Box 26546
Address:	Address:
City, ST, Zip:	City, ST, Zip: Shawnee Mission, KS 66225
Telephone:	Telephone: 913-661-0299 ext 119
Fax:	Fax: 913-232-5994
Date:	Date:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNATURES:

Pharmacy: NCPDP:	BeyondRx:
By:	By: H. Monty Rogers
Signature:	Signature:
Title:	Title: President
Address:	Address: P.O. Box 26546
Address:	Address:
City, ST, Zip:	City, ST, Zip: Shawnee Mission, KS 66225
Telephone:	Telephone: 913-661-0299 ext 119
Fax:	Fax: 913-232-5994
Date:	Date:

Setup Information for:	BeyondRx
BIN Number:	RxBIN: 610641
PCN:	RxPCN: N/A
Customer Service	866-247-9996 ext. 2

FOR INTERNAL USE ONLY:

PHARMACY	VPN	BRX Choice
NCPDP:	Verified	Verified
Scanned		
Date		
W-9		
Date		
E-Filed		
Date		
EXECUTED		
Date		
WELCOME LETTER		
Date		

EXHIBIT C

BeyondRx NETWORK PHARMACY STANDARDS OF PRACTICE

1. All Pharmacy Participants practicing the profession of pharmacy in the Pharmacy Network must hold a license to practice pharmacy in the state where the Pharmacy Participant is located.
2. Pharmacy licenses of all Pharmacy Participants shall not have been suspended or revoked in the last three years unless such requirement is waived in writing by BeyondRx.
3. The state and federal licenses required of the Pharmacy Participant shall not have been suspended or revoked in the last three years unless such requirement is waived in writing by BeyondRx.
4. The Pharmacy Participant shall have a computerized prescription dispensing system with the capability to telecommunicate claims to the claims processor, or a "point-of-sale" terminal for claims processing.
5. The Pharmacy Participant shall maintain an adequate and current professional library, to include at least the latest editions of two of the following references:
 - (a) Facts and Comparisons;
 - (b) United States Pharmacopoeia Dispensing Information;
 - (c) Remington's Pharmaceutical Sciences;
 - (d) FDA-Approved Drug Products with Therapeutic Equivalence Evaluations;
 - (e) Hansten's Drug Interactions and/or Drug Interaction Facts; and
 - (f) A general medical textbook.
6. The Pharmacy Participant shall not use multisource prescription drug products whose therapeutic equivalence evaluation codes in the latest edition of FDA-Approved Drug Products with Therapeutic Equivalence Evaluation begin with the letter "B."
7. Pharmacists employed by the Pharmacy Participant shall make every effort to counsel Beneficiaries about the prescription drugs dispensed, including, as a minimum, counseling as to:
 - (a) Potential common side effects;
 - (b) Best time and proper conditions for medication use and medication storage;
 - (c) Drug interactions; and
 - (d) Activities, foods and other substances which should be avoided while taking the dispensed medication.
8. Pharmacists employed by the Pharmacy Participant shall be alert to the manifestations of medication abuse, misuse, ineffectiveness and adverse reaction.
9. The Pharmacy Participant shall maintain patient medication profiles on Beneficiaries.
10. Pharmacists practicing in the Pharmacy Participant shall maintain constant surveillance of prescription renewals and shall refill prescriptions only in conformance with the directions of the prescriber and/or applicable state or federal laws and pursuant to this Agreement, the Services Agreement and the Pharmacy Services Agreement.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number

or

Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.