



AMBULATORY RELAYRX REIMBURSEMENT PERFORMANCE PACKAGE

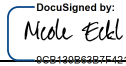
SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement") is entered into on the date of last signature below (the "Effective Date"), by and between NDCHealth Corporation d/b/a RelayHealth ("RelayHealth") and the below-referenced Subscriber (which includes the sites/locations listed in Exhibit A) for an initial term set forth in the section below labeled "Service Selection".

SUBSCRIBER INFORMATION:

Subscriber Name: San Bernardino County on behalf of Arrowhead Regional Medical Center		Software Vendor Name:
Type of Entity: Government		Street Address:
Street Address:		City/State/Zip Code:
City/State/Zip Code:		Current Network Services Vendor Name:
Telephone:	Facsimile:	Street Address:
E-mail Address:		City/State/Zip Code:
BIN #: <i>[To be provided by RelayHealth]</i>		

BY SIGNING BELOW, SUBSCRIBER ACKNOWLEDGES HAVING READ AND UNDERSTOOD PARAGRAPHS 1 THROUGH 17 OF THIS AMBULATORY RELAYRX REIMBURSEMENT PERFORMANCE PACKAGE SERVICES AGREEMENT AND THE EXHIBITS ATTACHED HERETO AND AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT. SUBSCRIBER AND RELAYHEALTH HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT AS OF THE DATES SET FORTH OPPOSITE THEIR SIGNATURES BELOW.

SUBSCRIBER	NDCHHEALTH CORPORATION d/b/a RELAYHEALTH
Signature:	Signature: 
Date:	Date: 09/30/2024
Title: Chair, Board of Supervisors	Title: VP of Pharmacy and Payer
Printed Name: Dawn Rowe	Printed Name: Nicole Eckl



SERVICES SELECTION:

Services	Term -- 5 Years	Agreement Exhibits	
	Charges	Exhibit	Incorporated/Omitted
• Implementation Fee	\$1,250 per site	N/A	Incorporated
• RelayHealth Intelligent Network	\$0.065 per transaction	Exhibit C	Incorporated
RelayHealth Eligibility Package:			
• Medicare Part A/B Eligibility Service	\$0.015 per paid E1 claim	Exhibit D	Incorporated
• Medicare Managed Care (also known as Part D E1) Eligibility Service	\$0.015 per paid E1 claim	Exhibit E	Incorporated
• RelayEligibility – Commercial E1	\$0.10 per response containing patient insurance information	Exhibit F	Incorporated
*Monthly Minimum Transaction Charge Per Site	\$ 250.00		

NOTE: The terms and conditions set forth in the applicable exhibits shall only apply in the event that the “Agreement Exhibits” box is selected for “Incorporated”.



TERMS AND CONDITIONS

1. ENGAGEMENT OF RELAYHEALTH. Subject to the terms and conditions of this Agreement, Subscriber agrees to purchase from RelayHealth, and RelayHealth agrees to provide Subscriber with, the services selected in the Section above entitled "Services Selection" (individually, a "Service" and collectively, the "Services") to the stores set forth on Exhibit A-1 ("the Store Locations"). Updates to such Store Locations will be in accordance with the process set forth on Exhibit A-2. Subscriber authorizes the Software Vendor and Network Services Vendor named above to direct Subscriber's pharmacy claims transactions including all cash claims through RelayHealth. RelayHealth reserves the right, as may be reasonably necessary, without liability to Subscriber, to suspend, revise, modify, update, withdraw, or terminate any Service (in whole or in part) or the manner in which it is delivered, upon reasonable notice to Subscriber.

2. NONEXCLUSIVITY. This Agreement is not an exclusive contract and Subscriber reserves the right to contract with any other party for any of the Services or similar services, based on, among other things, pricing, quality and availability of the Services as provided by RelayHealth, and Subscriber requirements, and RelayHealth reserves the right to provide any Services included in this Agreement to any third party. Subscriber agrees that for any claims transactions (B1) processed by RelayHealth, Subscriber will not route any subsequent claim associated with the same prescription dispensing, i.e. any secondary, tertiary, etc. claims, or reverse out (B2) the same claim transactions through another partner (this condition is intended to ensure that the Services see all transactions (i.e., claim requests and claim reversals) associated with a unique prescription dispensing). For avoidance of doubt, test and provisional claims shall not be subject to this restriction, as well as those transactions impacted by outages or downtime.

3. USE OF THE SERVICES. Subscriber agrees to utilize the Services in accordance with the terms and conditions of this Agreement, RelayHealth's instructions and specifications, and any Payer-imposed instructions and specifications. RelayHealth shall have the right to terminate or restrict Subscriber's access to a Payer upon notice by RelayHealth to Subscriber that RelayHealth's or Subscriber's access to such Payer has been restricted or terminated. For purposes of this Agreement, "Payer" shall mean a Medicaid or Medicare agency, fiscal intermediary, fiscal agent, or commercial insurance carrier or its administrator. Subscriber shall provide RelayHealth with the necessary data in the proper format to enable RelayHealth to properly furnish the Services. Subscriber shall comply with all applicable laws and regulations relating to the Services now or hereafter imposed. Subscriber acknowledges and agrees that: (i) any claim transmitted to RelayHealth hereunder is subject to the prospective phase of the applicable Service before submission to the Payer; and (ii) the accuracy of any reports provided in conjunction with the Services shall consequently be negatively affected if Subscriber fails to transmit all of its transactions through RelayHealth. Subscriber shall be solely responsible for establishing connectivity to the Services acceptable to RelayHealth.

4. CHARGES. Charges for the Services shall be as set forth in the Section above entitled "Services Selection". Any implementation fees or one-time charges are due and payable within thirty (30) days of the Effective Date. Charges for requested Services for which there is no published rate shall, in the absence of prior written agreement, be mutually agreed to by both parties. In addition, Subscriber will be charged an amount equal to any taxes, however designated, levied or based, imposed on the sale of the Services to Subscriber, including state and local taxes paid or payable by RelayHealth, excluding any federal, state or local taxes based on RelayHealth's net income. In addition to any other rights to increase the charges as set forth herein, RelayHealth shall have the right to modify the charges for any of the Services at any time on or after the first year's anniversary of this Agreement upon not less than sixty (60) days prior written notice to Subscriber. In addition, RelayHealth shall have the right to modify the charges paid by Subscriber: (i) to offset the imposition of, or

increase in, any fees (including access or transaction fees) charged by a Payer, intermediary, communications common carrier or timesharing supplier; or (ii) if any change in the rules, regulations or operating procedures of any service supplier or any cognizant federal, state or local governmental agency or regulatory authority results in an increase in the cost of providing the Services. Any such increase shall become effective for Subscriber on the same day as such increase becomes effective for RelayHealth.

5. PAYMENT TERMS.

(a) RelayHealth will invoice Subscriber monthly for all charges incurred by Subscriber, including any charges incurred by RelayHealth on Subscriber's behalf for Subscriber's use of the Services. Charges for Services are due and payable to RelayHealth within thirty (30) days of the invoice date.

(b) The billing for the Services set forth in the Services Selection, except for any implementation fees, will commence upon the implementation of Subscriber's EPIC Willow Ambulatory Management System in such a way that Subscriber has the ability to send RelayHealth transactions related to the Services set forth herein (the "Epic Implementation Date").

(c) If any invoice is not paid within thirty (30) days from the invoice date, RelayHealth may charge Subscriber a late payment service fee of one and one half percent (1½%) per month or the lawful maximum, whichever is less, on the past due balance, and Subscriber agrees to pay such charges. RelayHealth will not recognize any restrictive endorsement such as "paid in full" on any payment checks from Subscriber; the amount of any such check will be applied to Subscriber's outstanding balance and will not serve as a settlement of the account. All payments shall be made in United States dollars. Subscriber agrees to reimburse RelayHealth for all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by RelayHealth in enforcing collection of any monies due under this Agreement.

(d) Monthly Minimum Transaction. Customer shall be responsible for fees related to the minimum monthly transaction. The minimum monthly transaction payment calculation will be fee set forth in Services Selection multiplied by the number of Store Locations the ("Monthly Minimum Fee"). Charges will be the greater of (i) the fees in the Services Selection associated with the amount of usage of Services recorded by RelayHealth's computer system or (ii) the Monthly Minimum Fee, regardless of use.

6. TERM. This Agreement shall commence on November 1, 2024, and shall remain in full force and effect for the term listed on page two

7. TERMINATION.

(a) In addition to any other termination rights set forth in this Section and any early termination rights for particular Services as set forth on the corresponding exhibit(s) attached hereto, in the event either party commits a breach of any one (1) or more provisions contained in this Agreement, the other party may provide written notice of such breach to the breaching party. The breaching party shall have thirty (30) days to remedy any non-monetary breach and ten (10) days to remedy any monetary breach. If the breaching party fails to remedy the breach during such thirty (30) day or ten (10) day notice period, as applicable, the other party shall have the right to immediately terminate this Agreement. In lieu of terminating this Agreement as provided for in this Subsection, RelayHealth may elect to suspend the provision of the Services to Subscriber until such time as Subscriber has cured the breach to RelayHealth's satisfaction.

(b) At all times, RelayHealth's provision of the Services shall be subject to: (i) then-current applicable laws and regulations; (ii) RelayHealth's contractual obligations to third parties; and (iii) any action or threatened action by third parties arising from or related to the Services. If, in RelayHealth's sole and exclusive judgment, any of the foregoing has or will have an adverse effect upon RelayHealth or the Services, RelayHealth shall have the right to terminate this Agreement or the provision of a particular Service, in each case, in



whole or in part, without liability, upon written notice to Subscriber.

(c) The expiration or termination of this Agreement for any reason shall not relieve or discharge either party from any obligation which accrued prior to such expiration or termination; shall not relieve any party that has breached this Agreement from liability for damages resulting from such breach; and shall not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination.

(d) RelayRx Reimbursement Performance. Notwithstanding the foregoing, ninety (90) days after the Effective Date, Subscriber may terminate the RelayRx Reimbursement Performance Program set forth in the "Services Selection" herein above by giving written notice to RelayHealth within the thirty (30) day period immediately following such initial ninety (90) day period. Failing such notice from Subscriber, this Agreement shall remain in full force and effect for the duration of the Agreement term.

8. RELAYHEALTH WARRANTIES.

(a) RelayHealth agrees to use commercially reasonable efforts to: (i) provide the Services in a prompt and efficient manner using due care; and (ii) maintain its own equipment, proprietary systems and programs used in connection with providing the Services. RelayHealth agrees that it will, at its expense, use commercially reasonable efforts to correct any errors caused solely by RelayHealth's employees or agents or which are due solely to the malfunction of RelayHealth's computers, operating systems or programs used in connection with providing the Services; provided that Subscriber gives RelayHealth specific written notice of such errors within thirty (30) days after the Services are performed.

(b) THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. RELAYHEALTH DOES NOT WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.

9. SUBSCRIBER WARRANTIES. Subscriber represents and warrants that it has obtained all consents or authorizations necessary to receive the Services and to provide RelayHealth with any necessary data to enable RelayHealth to properly furnish the Services. Subscriber represents and warrants that its use of the Services shall not conflict with, or relieve it of any of, its obligations under any contracts or other arrangements with any third party, including with any payor. Subscriber represents and warrants that it shall make no representations or warranties to any entity regarding any of the Services that are inconsistent with the representations and warranties provided by RelayHealth. Subscriber represents and warrants that Subscriber's pharmacies are licensed to dispense prescription medication and submit prescriptions to a payer for reimbursement or to Subscriber's cash BIN.

10. SUBSCRIBER INDEMNIFICATION. Except to the extent arising solely from the gross negligence or willful misconduct of RelayHealth, Subscriber shall defend, indemnify and save harmless RelayHealth and its officers, directors, employees, shareholders, agents, and its and their successors and assigns, from and against any and all claims, actions, suits, liabilities, judgments, losses, damages, costs, charges, attorneys' fees, and other expenses incurred or suffered by RelayHealth arising out of: (i) information provided to RelayHealth by Subscriber; (ii) the use of such information when furnished by RelayHealth to Subscriber, to third persons at Subscriber's request, or to officers, employees and agents of Subscriber; or (iii) Subscriber's failure to comply with its obligations under this Agreement.

11. LIMITATION OF LIABILITY. RelayHealth shall not be responsible in any manner for errors or failures of proprietary systems, programs, software, operational systems or networks other than those of RelayHealth. Due to the nature of the Services, Subscriber agrees that in no event will RelayHealth be liable for any claim, loss, liability, correction, cost, damage or expense caused by RelayHealth's performance or failure to perform hereunder which is not reported by

Subscriber within thirty (30) days of such performance or failure to perform.

(a) Total Damages. RELAYHEALTH'S TOTAL CUMULATIVE LIABILITY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY SUBSCRIBER TO RELAYHEALTH FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE 1-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE.

(b) Exclusion of Damages. IN NO EVENT WILL RELAYHEALTH, ITS THIRD PARTY DATA PROVIDERS OR PHARMACEUTICAL MANUFACTURERS OR OTHER THIRD PARTIES THAT PROVIDE THE PROGRAM ("PROGRAM SPONSORS") BE LIABLE TO SUBSCRIBER UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT RELAYHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) Material Consideration. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE A MATERIAL CONDITION FOR THEIR ENTRY INTO THIS AGREEMENT.

12. USE OF SUBSCRIBER DATA AND NAME. Subscriber hereby authorizes and directs RelayHealth to access and use its historical and prospective prescription claims data processed by RelayHealth, or RelayHealth's subcontractors, on behalf of Subscriber under the Agreement for purposes of (i) analyzing, identifying, designing, and/or enabling the Services provided under this Agreement. Neither party shall use the name, logos, or marks of the other party or its subsidiaries or affiliates without such other party's prior written consent.

13. PROFESSIONAL RESPONSIBILITY AND CLINICAL CONTENT DISCLAIMER. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ANY CLINICAL CONTENT FURNISHED BY RELAYHEALTH HEREUNDER, INCLUDING BUT NOT LIMITED TO RXSAFETY ADVISOR, (WHETHER SEPARATELY OR INCLUDED WITHIN A PRODUCT OR SERVICE) IS AN INFORMATION MANAGEMENT AND DIAGNOSTIC TOOL ONLY AND THAT ITS USE CONTEMPLATES AND REQUIRES THE INVOLVEMENT OF TRAINED INDIVIDUALS. NONE OF THE CONTENT PROVIDED IS INTENDED TO INTERFERE WITH A PRACTITIONER'S EXERCISE OF INDEPENDENT JUDGMENT OR TO INDUCE A PRACTITIONER TO INFLUENCE CHOICE OF ANY PRODUCT THAT MAY BE PAID FOR, IN WHOLE OR IN PART BY ANY PROGRAM OF GOVERNMENTAL HEALTH CARE REIMBURSEMENT. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT RELAYHEALTH HAS NOT REPRESENTED ITS PRODUCTS AND SERVICES AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE OR PHARMACY. THE PARTIES AGREE THAT, AS BETWEEN SUBSCRIBER AND RELAYHEALTH, SUBSCRIBER IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF SUBSCRIBER DATA AS INPUT INTO THE PRODUCTS AND SERVICES. SUBSCRIBER ACKNOWLEDGES THAT RELAYHEALTH: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR THE SUBSCRIBER'S USE OF THE CLINICAL CONTENT, AND (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE CLINICAL CONTENT PROVIDED MAY BE USED BY THE SUBSCRIBER. THE PARTIES AGREE THAT RELAYHEALTH DOES NOT PROVIDE MEDICAL OR PHARMACY SERVICES TO PATIENTS AND IS NOT ENGAGED IN THE PRACTICE OF MEDICINE OR PHARMACY, AND THAT SUBSCRIBER'S USE OF THE PRODUCTS AND SERVICES DOES NOT ABSOLVE THE SUBSCRIBER OF ITS OBLIGATION TO EXERCISE INDEPENDENT PROFESSIONAL JUDGMENT IN RENDERING HEALTHCARE SERVICES TO PATIENTS. SUBSCRIBER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES. RELAYHEALTH, ITS THIRD PARTY DATA PROVIDERS AND PROGRAM SPONSORS MAKE NO WARRANTY AS TO THE NATURE OR QUALITY OF THE CONTENT OF RESULTS, MESSAGES OR INFORMATION SENT BY OR TO SUBSCRIBER OR ANY THIRD PARTY USERS OF THE SERVICES.



INFORMATION SUBMITTED BY A PAYER THROUGH RELAYHEALTH IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY. ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE. WAITING PERIODS MAY APPLY. RELAYHEALTH WILL NOT BE LIABLE FOR ANY REIMBURSEMENT DECISIONS MADE BY PAYERS WITH RESPECT TO ANY CLAIMS SUBMITTED BY SUBSCRIBER.

14. INTERNET DISCLAIMER. CERTAIN PRODUCTS AND SERVICES PROVIDED BY RELAYHEALTH MAY UTILIZE THE INTERNET. RELAYHEALTH DOES NOT WARRANT THAT SUCH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. RELAYHEALTH DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM RELAYHEALTH'S OR SUBSCRIBER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, RELAYHEALTH DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENT.

15. CONFIDENTIAL INFORMATION. The Receiving Party (as defined below) shall treat as confidential and prevent unauthorized duplication or disclosure of any Confidential Information (as defined below) of the Disclosing Party (as defined below) which the Receiving Party may acquire during the course of its activities under this Agreement and shall not use any of the Confidential Information for any purpose other than in furtherance of the Receiving Party's obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, officers, shareholders, agents, consultants or contractors who need to have access to the Confidential Information, and who are informed by the Receiving Party of the confidentiality obligations imposed by this Agreement, and who agree to be bound by the terms and conditions hereof. The Receiving Party further acknowledges and understands that any right, title and interest in and to the Disclosing Party's Confidential Information is vested in the Disclosing Party. The obligations of confidentiality provided hereunder shall survive for a period of two (2) years after the expiration or termination of this Agreement for any reason; provided, however, with respect to any item of Confidential Information which rises to the level of a trade secret under applicable law, such obligations shall survive the expiration or such two (2) year period and remain in full force and effect for so long as the applicable Confidential Information remains a trade secret under applicable law. The Receiving Party shall not be liable for the disclosure of Confidential Information if the Confidential Information so disclosed: (i) was in the public domain at the time of disclosure without breach of this Agreement; (ii) was known to, or contained in the records of, the Receiving Party from a source other than the Disclosing Party at the time of disclosure by the Disclosing Party to the Receiving Party; (iii) was independently developed without use of the Confidential Information of the Disclosing Party; (iv) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party; or (v) was disclosed pursuant to court order or as otherwise compelled by law, after reasonable advance written notice to the Disclosing Party. Upon the termination or expiration of this Agreement, for any reason, all Confidential Information disclosed hereunder will be promptly returned to the Disclosing Party or, upon the request of the Disclosing Party, will be promptly destroyed and certified as destroyed by an officer of the Receiving Party. The parties acknowledge and agree that irreparable harm would result to a party upon any breach of the covenants contained in this Section by the other party and that damages arising out of such breach may be difficult to ascertain. Therefore, the parties agree that, in addition to all other remedies provided at law or in equity, the non-breaching party may seek, without bond, from a court of law or equity both temporary and permanent injunctive relief to prevent a breach of any of such covenants. "Confidential Information" shall mean all information of the Disclosing Party that is not generally known to the public and is used, obtained or developed by the Disclosing Party in connection with its business and which is disclosed in writing, verbally, electronically or any other means directly or indirectly by the Disclosing Party to the

Receiving Party before or after the date of this Agreement, including, without limitation, any information relating to: (A) the development, testing, price, complaints about, customers of, or defects in the Services; or (B) the Disclosing Party's inventions, discoveries, improvements, methods, finances, operations, processes, plans, products, services, know-how, design rights, trade secrets, market opportunities, customers, suppliers, specifications (including Payer requirements). In addition, the terms and conditions of this Agreement shall be deemed Confidential Information of RelayHealth. "Disclosing Party" shall mean the person or entity providing Confidential Information to the Receiving Party. "Receiving Party" shall mean the person or entity receiving Confidential Information from the Disclosing Party. Neither party shall use the name, logos, or marks of the other party or its subsidiaries or affiliates without such other party's prior written consent. Notwithstanding the foregoing, Subscriber will endeavor to keep the said information confidential to the extent permitted by law and will use reasonable efforts to provide RelayHealth with the right to seek relief from a court prior to disclosure. However, Subscriber no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a California Public Records Act ("CPRA") request. RelayHealth shall have the burden of establishing, in a legally prescribed manner, the availability of any CPRA request exemption in any proceeding where it is an issue. In no event shall RelayHealth or the State have any liability for the disclosure of any documents or information in Subscriber's possession that Subscriber Health believes is required to be disclosed pursuant to CPRA or other requirements of law. To the extent that any other provision of the Agreement or any other records or documents conflicts or is in any way inconsistent with this section, this section controls and shall apply.

16. EXHIBITS. By signing this Agreement, the parties agree to comply with the terms and conditions of all exhibits attached hereto, including the Business Associate Agreement set forth on Exhibit B and the exhibits for each service selected on page 2 of this Agreement.

MISCELLANEOUS. The relationship of RelayHealth to Subscriber is that of independent contractor; in no event is the establishment of a legal partnership, agency or joint venture to be implied. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws provisions. Neither party may institute an action in any form arising out of or in connection with this Agreement more than two (2) years after the cause of action has arisen, or in the case of non-payment, more than two (2) years from the date of last payment or promise to pay, except that this limitation does not apply to any action for the payment of taxes. This Agreement contains the full understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and communications, whether oral or written, between the parties with respect to such subject matter. This Agreement may be amended only in writing signed by RelayHealth and Subscriber, except that: (i) charges for the Services may be modified as set forth herein; and (ii) RelayHealth may mail Subscriber a notice describing amendments to this Agreement for purposes of compliance with Payer-imposed conditions or to add new Services, which amendments will be binding upon Subscriber if Subscriber utilizes the Services. If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, sent by overnight courier or First Class United States Mail, postage prepaid. Notices to Subscriber shall be sent to the name and address set forth in the Section above entitled "Subscriber Information". Notices to RelayHealth shall be addressed to NDCHealth Corporation d/b/a RelayHealth, NDC Plaza, Atlanta, Georgia, 30329-



2010, Attention: General Counsel. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of RelayHealth. The obligations of RelayHealth under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation, or subcontractor of RelayHealth. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and, to the extent permitted hereunder, their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such

counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Exhibit A-1

Subscriber Store Listing

CUSTOMER NOTE: Please complete the following information for each Store Location that will use the Services under this Agreement.

Store Additions: Upon thirty (30) days prior notice, the parties specifically agree that Subscriber may add or delete stores by completing the Store Addition Form attached hereto as Exhibit A-2 and pay the associated fees.

	<u>Store Name</u>	<u>NCPDP Number</u>	<u>NPI Number</u>	<u>Software Vendor</u>	<u>Store Address</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>Fax Number</u>	<u>Store Email</u>
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Exhibit A-2
Store Addition Form

Subscriber:	San Bernardino County on behalf Arrowhead Regional Medical Center
BIN #:	

RelayHealth and Subscriber are parties to that certain Ambulatory RelayRx Reimbursement Performance Package Services Agreement, dated _____, _____, as may be amended (the "Agreement"). Upon thirty (30) days prior notice, the parties specifically agree that Subscriber may add (each a "New Store Location") or delete stores to receive the Services provided under the Agreement by completing this Store Addition Form (this "Form") and providing to Subscriber's assigned RelayHealth account manager this Form. The Form must be signed by Subscriber's duly authorized representative agreeing to be bound to the terms and conditions and, if applicable, the fees associated with each New Store Location.

STORE LISTING (Please complete the following information for each New Store that will use the Services under the Agreement, or each store to be deleted from the Store Listing).

Store Name	Store Addition or Deletion	NCPDP Number	NPI Number	Software Vendor	Store Address	Contact Person	Telephone Number	Fax Number	Store Email

SERVICES SELECTION (Descriptions of all available Services are set forth in the exhibits to the Agreement. The Services selected below will be provided to the New Store Location(s) under this Form).

Services	Charges
<ul style="list-style-type: none"> Implementation Fee 	<p align="center">\$1,250 per site</p> <p>Subscriber shall pay \$1,250 per New Store Location due and payable within thirty (30) days following RelayHealth's receipt of a signed Form from Subscriber.</p>
<ul style="list-style-type: none"> RelayHealth Intelligent Network 	<p align="center">\$0.065 per transaction</p> <p><input checked="" type="checkbox"/> By checking this box, Subscriber hereby elects to Receive the RelayHealth Intelligent Network Service for the New Store Location(s) set forth in this Form</p>
<ul style="list-style-type: none"> RelayHealth Eligibility Package: <ul style="list-style-type: none"> ➤ Medicare Part A/B Eligibility Service 	<p align="center">\$0.015 per paid E1 claim</p> <p><input checked="" type="checkbox"/> By checking this box, Subscriber hereby elects to receive the RelayHealth Eligibility Package: Medicare Part A/B Eligibility Service for the New Store Location(s) set forth in this Form</p>
<ul style="list-style-type: none"> RelayHealth Eligibility Package: <ul style="list-style-type: none"> ➤ Medicare Managed Care (also known as Part D E1) Eligibility Service 	<p align="center">\$0.015 per paid E1 claim</p> <p><input checked="" type="checkbox"/> By checking this box, Subscriber hereby elects to receive the RelayHealth Eligibility Package: Medicare Managed Care Eligibility Service for the New Store Location(s) set forth in this Form</p>
<ul style="list-style-type: none"> RelayHealth Eligibility Package: <ul style="list-style-type: none"> ➤ RelayEligibility - Commercial E1 Service 	<p align="center">\$0.10 per response containing patient insurance information</p> <p><input checked="" type="checkbox"/> By checking this box, Subscriber hereby elects to receive the RelayHealth Eligibility Package: Commercial E1 Service for the New Store Location(s) set forth in this Form</p>
*Monthly Minimum Transaction Charge Per Location	\$ 250.00

BY SIGNING BELOW, SUBSCRIBER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE TERMS OF THIS STORE ADDITION FORM AND AGREES TO BE LEGALLY BOUND BY THIS STORE ADDITION FORM. SUBSCRIBER AND NDCHEALTH CORPORATION D/B/A RELAYHEALTH ("RELAYHEALTH") HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS STORE ADDITION FORM AS OF THE DATES SET FORTH OPPOSITE THEIR SIGNATURES BELOW.


SUBSCRIBER: San Bernardino County on behalf of Arrowhead Regional Medical Center	NDCHEALTH CORPORATION D/B/A RELAYHEALTH:
Signature:	Signature: 
Printed Name: Dawn Rowe	Printed Name: NICOLE Eckl
Title Chair, Board of Supervisors	Title VP of Pharmacy and Payer
Date:	Date: 09/30/2024

Exhibit B**BUSINESS ASSOCIATE AGREEMENT****SECTION 1: DEFINITIONS**

"Electronic Protected Health Information" or **"Electronic PHI"** will have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that RelayHealth creates, receives, maintains or transmits from or on behalf of Customer.

"Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

"Protected Health Information" or **"PHI"** will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by RelayHealth from or on behalf of Customer.

"Security Rule" will mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C

"Underlying Agreement" will mean the applicable written services agreement(s) between Customer and RelayHealth under which Customer may disclose PHI to RelayHealth.

Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Privacy Rule and the Security Rule which definitions are incorporated in this Agreement by reference.

SECTION 2: PERMITTED USES AND DISCLOSURES OF PHI

2.1 Uses and Disclosures of PHI Pursuant to the Underlying Agreement. Except as otherwise limited in this Agreement, RelayHealth may use or disclose PHI to perform functions, activities or services for, or on behalf of, Customer as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Customer.

2.2 Permitted Uses of PHI by RelayHealth. Except as otherwise limited in this Agreement, RelayHealth may use PHI for the proper management and administration of RelayHealth or to carry out the legal responsibilities of RelayHealth.

2.3 Permitted Disclosures of PHI by RelayHealth. Except as otherwise limited in this Agreement, RelayHealth may disclose PHI for the proper management and administration of RelayHealth, provided that the disclosures are Required by Law, or RelayHealth obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon RelayHealth pursuant to this Agreement), and that the person agrees to notify RelayHealth of any instances in which it is aware that the confidentiality of the information has been breached.

2.4 Data Aggregation. Except as otherwise limited in this Agreement, RelayHealth may use PHI to provide Data Aggregation services for the Health Care Operations of the Customer as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

2.5 De-identified Data. RelayHealth may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

SECTION 3: OBLIGATIONS OF RELAYHEALTH

3.1 Appropriate Safeguards. RelayHealth will use appropriate administrative, physical, and technical safeguards to comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the

Underlying Agreement and this Agreement. Except as expressly provided in the Underlying Agreement or this Agreement, RelayHealth will not assume any obligations of Customer under the Privacy Rule. To the extent that RelayHealth is to carry out any of Customer's obligations under the Privacy Rule, RelayHealth will comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligations.

3.2 Reporting of Improper Use or Disclosure, Security Incident or Breach. RelayHealth will report to Customer any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than fourteen (14) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by RelayHealth to Customer of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below). "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on RelayHealth's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. RelayHealth's notification to Customer of a Breach will comply with the requirements set forth in 45 C.F.R. § 164.404.

3.3 RelayHealth's Agents. RelayHealth will enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of RelayHealth for services provided to Customer, providing that the agent agrees to restrictions and conditions that are no less restrictive than those that apply through this Agreement to RelayHealth with respect to such PHI.

3.4 Access to PHI. To the extent RelayHealth agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, RelayHealth agrees to make such information available to Customer pursuant to 45 C.F.R. § 164.524, within ten (10) business days of RelayHealth's receipt of a written request from Customer; provided, however, that RelayHealth is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Customer.

3.5 Amendment of PHI. To the extent RelayHealth agrees in the Underlying Agreement to maintain any PHI in a Designated Record Set, RelayHealth agrees to make such information available to Customer for amendment pursuant to 45 C.F.R. § 164.526 within ten (10) business days of RelayHealth's receipt of a written request from Customer.

3.6 Documentation of Disclosures. RelayHealth will document disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.7 Accounting of Disclosures. RelayHealth will provide to Customer, within twenty (20) business days of RelayHealth's receipt of a written request from Customer, information collected in accordance with Section 3.6 of this Agreement, to permit Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 Governmental Access to Records. RelayHealth will make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by RelayHealth on behalf of, Customer available to the Secretary for purposes of the Secretary determining compliance with the Privacy Rule and the Security Rule.

3.9 Mitigation. To the extent practicable, RelayHealth will cooperate with Customer's efforts to mitigate a harmful effect that is known to RelayHealth of a use or disclosure of PHI by RelayHealth that is not permitted by this Agreement.

3.10 Minimum Necessary. RelayHealth will request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

SECTION 4: CHANGES TO PHI AUTHORIZATIONS

Customer will notify RelayHealth fifteen (15) days, if practicable, prior to the effective date of (1) any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, (2) any changes in, or revocation of, permission by an Individual to use or disclose PHI, or (3) any restriction to the use or disclosure of PHI that Customer has agreed to in accordance with 45 C.F.R. § 164.522. Customer will make such notification to the extent that such limitation, restriction, or change may affect RelayHealth's use or disclosure of PHI.

SECTION 5: TERM AND TERMINATION

5.1 Term. The term of this Agreement will commence as of the Effective Date, and will terminate when all of the PHI provided by Customer to RelayHealth, or created or received by RelayHealth on behalf of Customer, is destroyed or returned to Customer.

5.2 Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this Agreement, such Party may terminate this Agreement immediately if cure is not possible. Otherwise, the non-breaching party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this Agreement and the affected underlying product or service if the breaching party does not cure the breach or if cure is not possible.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5.3.2, upon termination of the Underlying Agreement or this Agreement for any reason, RelayHealth will return or destroy all PHI received from Customer, or created or received by RelayHealth on behalf of Customer, at Customer's expense, and will retain no copies of the PHI. This provision will apply to PHI that is in the possession of subcontractors or agents of RelayHealth.

5.3.2 If it is infeasible for RelayHealth to return or destroy the PHI upon termination of the Underlying Agreement or

this Agreement, RelayHealth will: (a) extend the protections of this Agreement to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as RelayHealth maintains such PHI.

5.3.3 The respective rights and obligations of RelayHealth under Section 5.3 of this Agreement will survive the termination of this Agreement and the Underlying Agreement.

SECTION 6: COOPERATION IN INVESTIGATIONS

The Parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party will cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

SECTION 7: COMPLIANCE WITH LAW

RelayHealth will comply with all applicable federal privacy and security laws governing PHI, as they may be amended from time to time.

SECTION 8: AMENDMENT

This Agreement may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. In addition, if any relevant provision of the Privacy Rule or the Security Rule is amended in a manner that changes the obligations of RelayHealth or Customer that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

SECTION 9: GENERAL

This Agreement is governed by, and will be construed in accordance with, the laws of the State that govern the Underlying Agreement. Customer will not assign this Agreement without the prior written consent of RelayHealth, which will not be unreasonably withheld. All notices relating to the Parties' legal rights and remedies under this Agreement will be provided in writing to a Party, will be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and will reference this Agreement. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Customer and RelayHealth.

Exhibit C-1

Intelligent Network

The RelayHealth Intelligent Network is a real-time electronic pharmacy claims transaction switching service. In connection with providing the RelayHealth Intelligent Network Prime, RelayHealth shall do the following: (a) provide all transaction processing and network services to transmit pharmacy claims directly and electronically, switching to Payers as required, in the communication protocol that is mutually agreed to between the Payer and RelayHealth; (b) provide use of the RelayHealth communications network to Subscriber 24 hours a day, 7 days a week; (c) return Payer response messages to Subscriber on a real time basis; (d) provide to Payers all captured Subscriber claims on a real-time basis as required by the Payer; and (e) provide customer support services to designated Subscriber personnel.

Exhibit D**Medicare Part A/B Eligibility Service****A. Description.**

The Medicare Part A/B Eligibility Service is defined as the service provided by RelayHealth to provide insurance coverage information about a person who is enrolled in Medicare Part A or Part B. Pharmacies will submit certain data to RelayHealth so that RelayHealth can attempt to match that data to an Eligibility file provided to RelayHealth by CMS. Once RelayHealth matches the data to information in the Eligibility file, RelayHealth will return the insurance coverage information to the pharmacy indicating whether the patient is enrolled in Part A or Part B.

NOTE: RelayHealth will return the information contained in the Eligibility file provided by CMS. If CMS does not provide RelayHealth the information needed by the pharmacy, RelayHealth cannot return that missing data to the pharmacy. Subscriber should ensure its software does not allow all zeros or other IDs such as Medicaid ID in the cardholder ID. RelayHealth is expecting a valid cardholder ID such as MBI, last 4 digits of SSN or full 9 digit SSN.

Rejected Eligibility transactions are those that are sent from the pharmacy but did not result in RelayHealth matching exactly one patient that could be used by RelayHealth to return insurance coverage information to the pharmacy.

Non-rejected Eligibility transactions are those that are sent from the pharmacy that resulted in RelayHealth matching the submitted information to exactly one patient to who is active on the date of service. RelayHealth will then return the insurance coverage information for that patient to the pharmacy. Subscriber acknowledges the Medicare A/B Eligibility Services are provided solely for purposes of determining patient eligibility related to prescription drug coverage and coordination of benefits in accordance with guidance provided by CMS. Any use outside of this scope is expressly prohibited. Subscriber acknowledges pharmaceutical manufacturer co-pay assistance coupon programs are not considered prescription drug coverage. Accordingly, Subscriber represents (i) it will not use an Eligibility (E1) transaction for the purpose of ruling out Medicare coverage in order to ensure coupon use would not violate the anti-kickback statute (Section 1128B(b) of the Social Security Act) or related statutes, laws and regulations, and (ii), it will only request E1 transactions in accordance with the purposes described herein.

"Eligibility" means an NCPDP E1 electronic health care eligibility benefit inquiry or response to an eligibility benefit inquiry.

B. Overview of Transaction Flow for Eligibility Service.

1. Pharmacy submits an E1 Request transaction to the Switch that handles their regular billing claims.
2. The Switch forwards the E1 Request to the Facilitator/RelayHealth.
3. The Facilitator/RelayHealth uses the data in the E1 request to match against data contained within its Eligibility file. The Eligibility file is provided to the Facilitator/RelayHealth by CMS.
4. The Facilitator/RelayHealth returns the E1 Response to the Switch.
5. The Switch returns the response to the Pharmacy.

NOTE: The Switch may or may not be RelayHealth.

C. CMS Required Flow-Down Terms.

The Medicare Part A/B Eligibility Service is also subject to the CMS required flow-down terms attached hereto as Attachment D-1.

Attachment D-1**CMS Required Flow-Down Terms**

This Agreement is an order for supplies or services under a United States Federal Government contract. The following clauses are required by CMS or by statutes and regulations, to be incorporated in the Agreement.

- (1) The following clause is incorporated by full-text to apply to the services provided by RelayHealth pursuant to this Exhibit as well as any existing Eligibility services provided to Subscriber by RelayHealth:

McKesson and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- (2) The Centers for Medicare & Medicaid (CMS) has requested that pharmacists who utilize Eligibility Inquiries (E1s) agree to the following:

- a. The Part A/B transaction facilitation process, which includes the processing of all Medicare E1 transactions, is funded through the Part A/B coordination of benefits (COB) user fee. In accordance with the Social Security Act section 1860-D 24(a)(3), this user fee is to support the transmittal of information necessary for the purpose of accurate Part A/B benefit coordination. Federal regulations at 42 CFR 423.464 require Part A/B sponsors to coordinate with other entities providing prescription drug coverage in order to determine whether costs for Part A/B eligible individuals are being reimbursed by another entity and whether such costs may be treated as incurred costs and, therefore, are TrOOP-eligible.
- b. Coordination of benefits includes confirming coverage under Medicare A/B in preparation for filling a prescription initiated by a prescriber. It is CMS' interest to ensure that E1 transactions, and the data provided in the responses, are accessed and used appropriately. That is, the transactions are requested by a pharmacy for Medicare purposes and the data are used exclusively to support coordination of benefits for Medicare beneficiaries. Pharmacies should note the following:
 - i. E1 responses provide protected health information (PHI) for Medicare beneficiaries. The HIPAA Privacy Rule establishes controls over how PHI can be used and disclosed. With few exceptions, any communication that meets the definition of marketing is not permitted, unless the covered entity obtains an individual's authorization. (See <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/marketing/index.html>).
 - ii. Relying on the E1 to facilitate provision of unnecessary services is strictly prohibited. In general the Medicare program only pays for items and services that are "reasonable and necessary for the diagnosis or treatment of illness or injury." See 42 U.S.C. § 1395y(a)(1)(A). Federal law and regulations require that any health care provider who furnishes health care services that may be reimbursed under Medicare, Medicaid, or TRICARE must ensure that, to the extent of his or her authority, those services are provided "only when, and to the extent, medically necessary." (See 42 U.S.C. § 1320c-5(a); 42 C.F.R. § 1004.10).
 - iii. Consistent with HHS Rules of Behavior for the Use of HHS Information and IT Resources Policy, pharmacies may not allow third party companies, including business associates, to use their E1 access. (See Appendix A: Rules of Behavior for General Users at <https://www.hhs.gov/web/governance/digital-strategy/it-policy-archive/hhs-rules-of-behavior-for-the-use-of-hhs-information-and-it-resources-policy.html#3.1>).
 - iv. Using the E1 to confirm coverage under Medicare A/B for reasons other than in order to fill a prescription initiated by a legally authorized clinician is not permitted.
 - v. Pharmacies must ensure that beneficiary information such as that gained through the E1 comply with all existing data use agreements and existing laws.
 - vi. Eligibility transactions may only be requested for Medicare purposes and the data provided in the response may only be used to support coordination of benefits in accordance with guidance provided by CMS. Consistent with guidance published by CMS, pharmaceutical manufacturer co-pay assistance coupon programs are not considered prescription drug coverage. Accordingly, pharmacies (A) will not use an Eligibility (E1) transaction for the purpose of ruling out Medicare coverage in order to ensure coupon use would not violate the anti-kickback statute (Section 1128B(b) of the Social Security Act) and (B) will only request E1 transactions in accordance with the purposes described herein.

- (3) CMS has the right to audit, through RelayHealth or any designated subcontractor, Subscriber's compliance with the use of the data provided to Subscriber by RelayHealth pursuant to this Exhibit to ensure Subscriber's compliance with the guidance provided by CMS, including the use restriction set forth in Section 2 herein, the Privacy Rule and the Security Rule, as defined in 45 C.F.R. Part 160 and Part 164, Subparts A and E and 45 C.F.R. Part 160 and Part 164, Subparts A and C. The costs for any such audit, other than Subscriber's internal costs in responding to any document requests or meeting requests, shall be borne by CMS.

Exhibit E**Medicare Managed Care Eligibility Services****A. Description.**

The Medicare Managed Care (also known as Part D E1) Eligibility Services are defined as the service provided by RelayHealth to provide insurance coverage information about a person who is enrolled in Medicare Managed Care. Pharmacies will submit certain data to RelayHealth so that RelayHealth can attempt to match that data to an Eligibility file provided to RelayHealth by CMS. Once RelayHealth matches the data to information in the Eligibility file, RelayHealth will return the insurance coverage information to the pharmacy. The insurance coverage information will include enough information for the pharmacy to submit subsequent billing claims to the insurance companies that are identified in the information and will include the order in which the insurance companies should be billed.

NOTE: RelayHealth will return the information contained in the Eligibility file provided by CMS. If CMS does not provide RelayHealth the information needed by the pharmacy to bill the subsequent billing claim, RelayHealth cannot return that missing data to the pharmacy. Subscriber should ensure its software does not allow all zeros or other IDs such as Medicaid ID in the cardholder ID. RelayHealth is expecting a valid cardholder ID such as MBI, last 4 digits of SSN or full 9 digit SSN.

Rejected Eligibility transactions are those that are sent from the pharmacy but did not result in RelayHealth matching exactly one patient that could be used by RelayHealth to return insurance coverage information to the pharmacy.

Non-rejected Eligibility transactions are those that are sent from the pharmacy that resulted in RelayHealth matching the submitted information to exactly one patient to who is active on the date of service. RelayHealth will then return the insurance coverage information for that patient to the pharmacy.

.Subscriber acknowledges the Medicare Managed Care Eligibility Services are provided solely for purposes of determining patient eligibility related to prescription drug coverage and coordination of benefits in accordance with guidance provided by CMS. Any use outside of this scope is expressly prohibited. Subscriber acknowledges pharmaceutical manufacturer co-pay assistance coupon programs are not considered prescription drug coverage. Accordingly, Subscriber represents (i) it will not use an Eligibility (E1) transaction for the purpose of ruling out Medicare coverage in order to ensure coupon use would not violate the anti-kickback statute (Section 1128B(b) of the Social Security Act) or related statutes, laws and regulations, and (ii), it will only request E1 transactions in accordance with the purposes described herein

"Eligibility" means an NCPDP E1 electronic health care eligibility benefit inquiry or response to an eligibility benefit inquiry.

B. Overview of Transaction Flow for Eligibility Services

1. Pharmacy submits an E1 Request transaction to the Switch that handles their regular billing claims.
2. The Switch forwards the E1 Request to the Facilitator/RelayHealth.
3. The Facilitator/RelayHealth uses the data in the E1 request to match against data contained within its Eligibility file. The Eligibility file is provided to the Facilitator/RelayHealth by CMS.
4. The Facilitator/RelayHealth returns the E1 Response to the Switch.
5. The Switch returns the response to the Pharmacy.

NOTE: The Switch may or may not be RelayHealth.

C. CMS Required Flow-Down Terms.

The Medicare Managed Care Eligibility Service is also subject to the CMS required flow-down terms attached hereto as Attachment E-1.

Attachment E-1**CMS Required Flow-Down Terms**

This Agreement is an order for supplies or services under a United States Federal Government contract. The following clauses are required by CMS or by statutes and regulations, to be incorporated in the Agreement.

- (1) The following clause is incorporated by full-text to apply to the services provided by RelayHealth pursuant to this Exhibit as well as any existing Eligibility services provided to Subscriber by RelayHealth:

McKesson and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- (2) The Centers for Medicare & Medicaid (CMS) has requested that pharmacists who utilize Eligibility Inquiries (E1s) agree to the following:

- a. The Part D transaction facilitation process, which includes the processing of all Medicare E1 transactions, is funded through the Part D coordination of benefits (COB) user fee. In accordance with the Social Security Act section 1860-D 24(a)(3), this user fee is to support the transmittal of information necessary for the purpose of accurate Part D benefit coordination. Federal regulations at 42 CFR 423.464 require Part D sponsors to coordinate with other entities providing prescription drug coverage in order to determine whether costs for Part D eligible individuals are being reimbursed by another entity and whether such costs may be treated as incurred costs and, therefore, are TrOOP-eligible.
- b. Coordination of benefits includes confirming coverage under Medicare D in preparation for filling a prescription initiated by a prescriber. It is CMS' interest to ensure that E1 transactions, and the data provided in the responses, are accessed and used appropriately. That is, the transactions are requested by a pharmacy for Medicare purposes and the data are used exclusively to support coordination of benefits for Medicare beneficiaries. Pharmacies should note the following:
 - i. E1 responses provide protected health information (PHI) for Medicare beneficiaries. The HIPAA Privacy Rule establishes controls over how PHI can be used and disclosed. With few exceptions, any communication that meets the definition of marketing is not permitted, unless the covered entity obtains an individual's authorization. (See <https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/marketing/index.html>).
 - ii. Relying on the E1 to facilitate provision of unnecessary services is strictly prohibited. In general the Medicare program only pays for items and services that are "reasonable and necessary for the diagnosis or treatment of illness or injury." See 42 U.S.C. § 1395y(a)(1)(A). Federal law and regulations require that any health care provider who furnishes health care services that may be reimbursed under Medicare, Medicaid, or TRICARE must ensure that, to the extent of his or her authority, those services are provided "only when, and to the extent, medically necessary." (See 42 U.S.C. § 1320c-5(a); 42 C.F.R. § 1004.10).
 - iii. Consistent with HHS Rules of Behavior for the Use of HHS Information and IT Resources Policy, pharmacies may not allow third party companies, including business associates, to use their E1 access. (See Appendix A: Rules of Behavior for General Users at <https://www.hhs.gov/web/governance/digital-strategy/it-policy-archive/hhs-rules-of-behavior-for-the-use-of-hhs-information-and-it-resources-policy.html#3.1>).
 - iv. Using the E1 to confirm coverage under Medicare D for reasons other than in order to fill a prescription initiated by a legally authorized clinician is not permitted.
 - v. Pharmacies must ensure that beneficiary information such as that gained through the E1 comply with all existing data use agreements and existing laws.
 - vi. Eligibility transactions may only be requested for Medicare purposes and the data provided in the response may only be used to support coordination of benefits in accordance with guidance provided by CMS. Consistent with guidance published by CMS, pharmaceutical manufacturer co-pay assistance coupon programs are not considered prescription drug coverage. Accordingly, pharmacies (A) will not use an Eligibility (E1) transaction for the purpose of ruling out Medicare coverage in order to ensure coupon use would not violate the anti-kickback statute (Section 1128B(b) of the Social Security Act) and (B) will only request E1 transactions in accordance with the purposes described herein.

- (3) CMS has the right to audit, through RelayHealth or any designated subcontractor, Subscriber's compliance with the use of the data provided to Subscriber by RelayHealth pursuant to this Exhibit to ensure Subscriber's compliance with the guidance provided by CMS, including the use restriction set forth in Section 2 herein, the Privacy Rule and the Security Rule, as defined in 45 C.F.R. Part 160 and Part 164, Subparts A and E and 45 C.F.R. Part 160 and Part 164, Subparts A and C. The costs for any such audit, other than Subscriber's internal costs in responding to any document requests or meeting requests, shall be borne by CMS.

Exhibit F**RelayEligibility™ – Commercial E1****A. Definitions.**

“**Eligibility**” means an ANSI 270 or 271 electronic health care eligibility benefit inquiry or response to an eligibility benefit inquiry.

“**Payer Sheet**” means documentation provided by RelayHealth defining the format and specifications of the data submitted by Subscriber to RelayHealth and returned by RelayHealth to Subscriber.

“**Surescripts**” means Surescripts, LLC.

B. Overview.

Subscriber will submit to RelayHealth specific patient information needed by RelayHealth to determine whether patient is eligible for insurance coverage. RelayHealth will attempt to match the customer information with information available from Surescripts. Depending on Subscriber's selection and the customer information provided by Subscriber, RelayHealth may provide either:

1. any available insurance information from Surescripts, or
2. insurance information with a minimum of three (3) of the following elements:
 - I. BIN,
 - II. Cardholder ID,
 - III. And at least one of the following:
 - i. PCN, or
 - ii. Group

C. Product Features.

- Pharmacy submits an E1 NCPDP transaction to RelayHealth, pursuant to the instructions on the Payer Sheet.
- RelayHealth maps the NCPDP formatted eligibility request to a 270 eligibility request format and forwards to Surescripts for processing.
- Surescripts identifies the insurance plan or plans that cover the unique person identified in the NCPDP transactions and sends a 270 request to the identified payer(s) for processing
- The identified payer(s) process the eligibility request and return a 271 response to Surescripts. (If multiple Plans, Surescripts will consolidate the multiple responses into one 271 response for RelayHealth.)
- Surescripts returns a single 271 response to RelayHealth (if multiple plans, indication of “primary”, “secondary”, “tertiary” coverage, etc is not provided by Surescripts or payer on the response.)
- RelayHealth converts 271 response back into NCPDP format as defined by the Payer Sheet and returns an E1 response to Pharmacy. (Data fields contained in the response can and will vary by payers.)

E. Flow-Down Obligations. The parties acknowledge that, pursuant to its agreement with Surescripts, RelayHealth must require Subscriber to comply with the terms and conditions set forth in Exhibit F-1 attached hereto.

Exhibit F-1**Third Party Flow-Down Obligations**

General. Surescripts requires each entity that utilizes the Surescripts Network provided by Surescripts LLC and resold by RelayHealth to agree to the provisions set forth in this Exhibit M-1 Third Party Flow Down Provisions ("Flow Down Terms"). Subscriber will comply with the Flow Down Terms as a subscriber of The RelayEligibility™ - Commercial E1 Service from RelayHealth (the "Commercial E1 Service"). If Subscriber is not in compliance with these Flow Down terms, RelayHealth may suspend Subscriber's access to the Surescripts Services if Subscriber fails to cure such non-compliance within thirty (30) days of receiving notice of such noncompliance.

A. For purposes of these Flow Down Terms, the following words and terms will have the meanings set forth below. Any capitalized terms not defined herein will have the meaning ascribed to them in the RelayEligibility™ - Commercial E1 Service Exhibit or the Agreement. **"Applicable Law"** means any and all federal, state and local laws and regulations that apply to Subscriber. **"Governmental"** means any United States local, state or federal governmental authority. **"Pharmacy Benefit Manager Data Source"** means a pharmacy benefit manager ("PBM"), health benefit payor or administrator, or other similar entity which has entered into a written agreement with Surescripts to allow access through the Surescripts Network to information for the Commercial E1 Service. **"Private Information"** means (i) Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act; or (ii) any data or information that: (1) relates to an individual, and (2) identifies or can reasonably be believed to form the basis for identifying an individual (including, but not limited to, an individual's name, postal address, e-mail address, telephone number, date of birth, Social Security number, driver's license number, financial account number, or any other unique identifier) to the extent received, transmitted, maintained or created by a Party under these Flow Down Terms. Private Information does not include PHI. **"Proprietary Information"** means any and all information, materials, processes, ideas, and techniques, in each case whether or not reduced to writing: (i) which are disclosed or made available by RelayHealth regarding the Surescripts Network or Surescripts Services; (ii) which afford possessors of the information a commercial advantage over others who do not have such information; (iii) which are considered trade secrets under Applicable Laws; and/ or (iv) which, if utilized or disclosed by a receiving party such information, would place RelayHealth or Surescripts at a competitive or business disadvantage. Proprietary Information includes, by way of illustration, but without limitation, any and all information relating to: Surescripts Services accessed by Subscriber through RelayHealth; processes therefore; employee and customer information; accounting data; statistical data; existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto; information relating to development and marketing plans; strategies; forecasts; any and all information and documentation deemed confidential or a trade secret under any federal, state, or local statute or regulation; and the like, whether or not tangibly embodied in a document, model, specimen, computer storage device, or other physical object. **"Protected Health Information"** or **"PHI"** will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied solely to the information created, received, maintained or transmitted by Surescripts as RelayHealth's subcontractor. **"Subscriber End User"** means an individual that is employed by, an active member of the medical staff of, workforce of (as defined in 45 C.F.R. § 160.103) or otherwise performing healthcare services as an authorized representative of Subscriber. **"Surescripts Data"** means any data or information provided to Subscriber and Subscriber End Users by or through RelayHealth by Surescripts as part of the Commercial E1 Service, including statistics collected by Surescripts regarding transactions processed by the Surescripts Network, test data, test cases, configuration information, and problem description and resolution information; provided, however, that it does not include any data sent by Subscriber to Surescripts through RelayHealth. **"Surescripts Services"** means the service that facilitates the transmission of eligibility status information to end users (i.e., a licensed pharmacy that is duly licensed or registered with the appropriate government authority to fill prescription orders that has entered into a written agreement with RelayHealth to receive eligibility services) using the Surescripts network in connection with the treatment of a specific patient.

B. SURESCRIPTS HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.

C. Subscriber shall hold Proprietary Information in confidence and shall not, except in the performance of the duties under these Flow Down Terms disclose or permit access to any such information to any person, firm or corporation other than persons, firms or corporations authorized by that party, and shall cause their officers, employees, agents and representatives to take such action as shall be necessary or advisable to preserve and protect the confidentiality of such information. Any documentation provided by RelayHealth under these Flow Down Terms related to the Surescripts Services or Surescripts Network is Proprietary Information of RelayHealth or its vendor Surescripts and may not be copied or used in any way other than as specifically authorized in these Flow Down Terms. Proprietary Information does not include PHI, which will be governed by the applicable Business Associate Agreement. Proprietary Information does not include Private Information.

D. Subscriber shall establish and maintain safeguards against the destruction, loss, or alteration of PHI, Private Information (as defined below) or Proprietary Information that are no less rigorous than those maintained by Subscriber for its own information of a similar nature, but no less than reasonable safeguards.

E. Subscriber shall reasonably safeguard PHI or Private Information from any intentional or unintentional use or disclosure that is in violation of Applicable Law, and limit incidental uses or disclosures made pursuant to otherwise permitted or required disclosures.

F. Subscriber shall comply with Applicable Law, including with respect to any obligations to be licensed, registered, or otherwise authorized by a Governmental authority to perform the applicable healthcare services. Subscriber shall ensure (a) that each end user of Subscriber authorized to use the Commercial E1 Service meets the definition of Subscriber End User set forth above; and (b) that each Subscriber End User is identity proofed in accordance with industry standards to Surescripts' reasonable satisfaction, pursuant to standards that Surescripts may issue from time to time. Subscriber shall further ensure that each Subscriber End User is authenticated in accordance with procedures compliant with a national industry standard recognized by Surescripts in its reasonable discretion.

G. Subscriber shall not use the Surescripts Data provided by Pharmacy Benefit Manager Data Sources to promote or encourage Subscriber maintaining pharmacy benefit manager services or to augment Subscriber's own eligibility or medication history records. In the event that Subscriber has pharmacy benefit manager operations, Subscriber shall maintain all Surescripts Data provided by Pharmacy Benefit Manager Data Sources on a separate or "walled off" from the data from its other pharmacy benefit manager operations, if any.

H. Subscriber represents and warrants that all patient consents and/or authorizations required by applicable law have been obtained prior to requesting Surescripts Data for such patient through the Surescripts Network. Subscriber shall and shall cause its Subscriber End Users comply with any privacy and patient consent policies of Surescripts related to the delivery of Private Information and/or PHI as may be published by Surescripts from time to time and are provided to RelayHealth. Subscriber acknowledges on behalf of itself and its Subscriber

End Users that Pharmacy Benefit Manager Data Sources may impose additional privacy and patient consent policies on the delivery of Private Information and/or PHI through the Surescripts Network. Subscriber will use commercially reasonable efforts to implement any such policies within ninety (90) days following Subscriber's receipt of such policies from RelayHealth. In the event that Subscriber does not implement such policies within ninety (90) days of its receipt of such policies from RelayHealth (which shall be no more than thirty (30) days after RelayHealth's receipt of such policies from Surescripts), then Surescripts shall immediately suspend the Commercial E1 Service responses for such applicable Pharmacy Benefit Manager Data Source.

I. Subscriber shall not and shall cause its Subscriber End Users to not attempt to capture, open, examine, modify, add commercial or other messages to, repackage, distribute, license, sell or make any commercial use of any data or information provided by any Pharmacy Benefit Manager Data Source by or through the Surescripts Network other than as specifically permitted under the Commercial E1 Exhibit. Subscriber and Subscriber End Users shall engage in no act or omission which would alter the content of, interfere with, modify, or delay (i) the transmission of any data or information provided by the Pharmacy Benefit Manager Data Sources which is communicated through the Surescripts Network, or (ii) the incoming or outgoing transmission or receipt of any message sent through the Surescripts Network. Surescripts may share Subscriber's data with other Pharmacy Benefit Manager Data Sources to the extent necessary to fulfill the terms and conditions of the Commercial E1 Exhibit. Nothing in these Additional Flow Down Terms or the Commercial E1 Exhibit is intended to restrict use of data or information provided by Pharmacy Benefit Manager Data Sources and obtained or sent through the Surescripts Network once such data or information has become a part of a patient's permanent record.

J. Surescripts uses available technology to match patient identities in order to provide the Commercial E1 Service. Because patient information is maintained in multiple places, not all of which are accessible to Surescripts, and because not all patient information is kept in a standard fashion or is regularly updated, it is possible that false matches may occur or that there may be errors or omissions in the information provided by Surescripts from Pharmacy Benefit Manager Data Sources. Surescripts is not a health plan, health care provider, or prescriber. Surescripts does not and cannot independently verify or review the information transmitted through the Surescripts Network for accuracy or completeness. Neither Surescripts nor any Pharmacy Benefit Manager Data Source provides any representations or warranties with respect to the accuracy or completeness of such information. Pursuant to the foregoing, Subscriber acknowledges and shall cause its Subscriber End Users to acknowledge that the Surescripts Data provided by Surescripts from Pharmacy Benefit Manager Data Sources may not be complete or accurate, and hereby releases and holds harmless, and shall cause each Subscriber End User to release and hold harmless, RelayHealth, Surescripts and the Pharmacy Benefit Manager Data Sources from any liability, cause of action, or claim related to the completeness or lack thereof of such Surescripts Data.

K. Subscriber shall and shall ensure its Subscriber End Users only use the Commercial E1 Service in connection with and in conjunction the specific treatment event of dispensing a specific prescription for a specific patient. Subscriber and Subscriber End Users are explicitly prohibited from initiating transactions for the Commercial E1 Service for purposes of reselling such information; performing analytics; enabling other third-party commercial E-1 or other eligibility to pharmacy services, real-time prescription benefit services, electronic prior authorization services, and specialty enrollment services; in conjunction with prescription routing; or for any other commercial purpose, including enhancing its other services; or population analytics, insurance marketing, or pharmaceutical marketing purposes.

L. Subscriber shall indemnify and save harmless RelayHealth, Surescripts and the Pharmacy Benefit Manager Data Sources from and against any and all loss, damage or expense (or claims of damage or liability) asserted against RelayHealth, Surescripts or the Pharmacy Benefit Manager Data Sources by third parties arising out of Subscriber's or a Subscriber End User's violation of any applicable laws or any breach by Subscriber or a Subscriber End User of any of the Flow Downs Terms. For the avoidance of doubt, the indemnification obligations outlined in the preceding sentence shall not be subject to any limitation of liability otherwise provided for in the Agreement.

M. Notwithstanding anything in the Agreement to the contrary, RelayHealth may terminate the Commercial E1 Service immediately in the event that Surescripts is no longer performing the Commercial E1 Services or the terms of the agreement between RelayHealth and Surescripts pursuant to which RelayHealth may resell the Commercial E1 Services are no longer in force or effect. In such event, RelayHealth will notify Subscriber as soon as reasonably practicable.

N. Surescripts will be a third party beneficiary with respect to the use of the Surescripts Network or its use of the Surescripts Services, including the Flow Down terms.

EFT Form

As a participating entity in RelayHealth programs that require payments be made to your company, you must provide to RelayHealth banking information that will facilitate Electronic Funds Transfers (EFT) into your banking account. EFT (a.k.a. direct deposit) payments are not subject to handling and mailing delays associated with checks and are automatically and securely deposited into your designated bank account. This means of transfer provides shelter from risk of mis-routing, theft, and forgery. Payment(s) will be made according to the terms of the appropriate Statement of Work or other agreement with RelayHealth.

In the event of duplicate payment, overpayment, fraudulent payment, or payment made in error, you agree to return any such payment to RelayHealth within 10 business days after RelayHealth provides reasonable documentation of such duplicate payment, overpayment, fraudulent payment, or payment made in error.

Either party may terminate this EFT Form at any time, with or without cause, by giving the other party thirty (30) days prior written notice of termination. Any funds transacted up to and including the termination date will be subject to the terms of the appropriate Statement of Work or other agreement. The Participating Entity may change the bank or bank account for purposes of this authorization at any time by providing fifteen (15) days prior written notice of the change to RelayHealth.

Payment related questions and notifications should be directed to paymentinquiry@relayhealth.com.

I have read and agree to the above terms and hereby authorize RelayHealth to initiate credit entries to the account indicated below. I agree that (i) this authorization shall remain in full force and effect until RelayHealth receives written notification from me of its termination in accordance with the time periods set forth above and (ii) EFT payments will be made in accordance with the operating guidelines of the National Automated Clearing House Association, and the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Signature of Payee

Date

- 1) Complete RelayHealth EFT/Direct Deposit Enrollment Form below.**
- 2) Attach a voided check**

Payee Pharmacy Name		
Payee Contact Name		
Contact Telephone Number (include area code)	Contact email	
Remittance Address		
Fax Number: (include area code)		
Bank Name	Bank Contact	Bank Telephone Number
Bank Account Number <input type="checkbox"/> Checking <input type="checkbox"/> Savings		Bank Routing Number (9 digit ABA number)

Form W-9
 (Rev. December 2011)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. 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.

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

Social security number

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Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 12-2011)

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>