



Advantage Discount Card Agreement

Pharmacy Name _____ NCPDP# _____ NPI#: _____
 Street Address: _____ City _____ State _____ Zip _____
 Mailing Address _____ City _____ ST _____ Zip _____
 Phone# _____ Fax# _____ Pharmacy Software Vendor _____
 Pharmacy Owner _____ Pharmacy Manager Name _____
 Business E-Mail Address _____ Other e-Mail Address _____

Note: For multiple pharmacies record the corporate (or main) location information in the space above and all other pharmacies on Schedule A.

1.0 DEFINITIONS

- 1.1 **Plan Administrator:** MaxCare is providing claims processing services covered by this Agreement.
- 1.2 **Agreement:** This Advantage Discount Card Agreement.
- 1.3 **Customers** – Participating patients of the pharmacy.
- 1.4 **Data:** Claims data received by Plan Administrator including HIPAA defined Protected Health Information (PHI).
- 1.5 **EFT:** Electronic Funds Transfer; rules published by the National Automated Clearing House Association that is recognized as the standard for electronic transfer of monies.
- 1.6 **HIPAA:** The Health Insurance Portability and Accountability Act of 1996 Privacy Rule.
- 1.7 **PHI:** Protected Health Information.

2.0 **DISCOUNT CARD CARD** – MaxCare is the Plan Administrator for the Advantage Discount Card Program. Pharmacy may choose Discount Plan on an individual participating member basis by electronically submitting claim to Plan Administrator in NCPDP Version D.0 format with the Group Number assigned to the particular Discount Plan. MaxCare BIN: 610170 and PCN: ADV should be utilized.

2.1 **Pharmacy Responsibilities** – Pharmacy is responsible for 1) establishing the requirements for their Customers to participate in the Program; 2) choosing the applicable Group for each Customer; 3) enrolling each Customer in the Program 4) completing, issuing and managing each Customer’s Program card with Pharmacy’s Member ID #; 5) submitting properly formatted NCPDP Version D.0 claims with Customer’s proper Group # and 6) maintaining each Customer’s Member ID and Group #’s.

2.2 **Administrator Responsibilities** - The Administrator is responsible for electronically receiving and processing each claim according to Pharmacy’s claim submission and billing Pharmacy monthly for claims processing services.

3.0 **BILLING** – Pharmacy agrees to pay MaxCare a start-up kit fee of \$25.00 plus shipping. Start-up kit includes 1 standard Advantage Discount Card counter sign, 100 standard Advantage Discount Card member cards and FREE, unlimited access to online Advantage Discount Card marketing graphics. Member card reorders are available in quantities of 100 at \$25.00 per 100 plus shipping. In addition, Pharmacy agrees to pay MaxCare a \$0.42 per claim administrative fee for each claim processed under this Agreement. Charges do not include any related switch or applicable taxes (if any) or similar charges. For each claim processed under this Agreement, MaxCare will bill Pharmacy monthly by EFT. An electronic billing statement will be sent to Pharmacy via the Internet for each billing cycle. Failure to pay MaxCare for services rendered may result in denial of service for Pharmacy.

4.0 **DATA** – For participation in the Advantage Discount Card Program, Pharmacy authorizes MaxCare to capture, compile, store, and use Pharmacy’s data for billing, customer support, and other operational purposes.

5.0 **HIPAA** – Parties to this Agreement agree to comply with any relevant HIPAA rules, regulations and interpretations thereto, and any similar laws, rules and regulations applicable to the services provided under this Agreement.

6.0 **CHANGES** - This Agreement can be modified or amended by mutual consent or by executing a new Agreement.

Existing laws termed “Unfair Practices Acts” ban certain types of below cost pricing strategies and may prevent a pharmacy from accepting discount plans that violate these provisions. Pharmacies doing business in the following states may want to complete a cost determination for each drug in a category before accepting the plan: California (Cal. Business and Professions Code §§ 17000,17043) Hawaii (Hawaii Rev. Stat. §481-1) Minnesota (Minn. Stat. §325D.04) Montana (Mont. Code Ann. §§30-14-201,207,209) Pennsylvania (Pa. Cons.Stat. tit. 73 §201-1, et seq.) Tennessee (Tenn. Code Ann. §47-205-203) Wisconsin (Wis. Stat. §100.30) and Wyoming (Wyo. Stat. §40-4-107), or elect the Wal-Mart Hybrid Advantage plan that is intended to be compliant with state requirements.

Client’s Signature: _____ Title: _____ Date: _____

Schedule B Plan Designs

MAXCARE ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

| |
|-------------------------------------|
| Company Name: _____ NABP#: _____ |
| Street Address: _____ |
| City: _____ State: _____ Zip: _____ |

I hereby authorize MaxCare hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any entries in error to the account indicated below and as designated to the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to my account.

| |
|---|
| <i>Please Check One:</i> |
| <input type="checkbox"/> Checking Account |
| <input type="checkbox"/> Savings Account |

| |
|--|
| Bank (Depository) Name: _____ |
| City: _____ State: _____ Zip: _____ |
| Transit/ABA No. *: _____ Account No. *: _____ |
| <i>*To determine transit (routing) number and account number please see diagram.</i> |

This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act upon it.

| |
|---------------------------------|
| Name(s): _____ |
| Date: _____ Signature(s): _____ |

PLEASE ATTACH A VOIDED CHECK.

Check Diagram

| | |
|---|------------------|
| XYZ Pharmacy P.O. Box 18254 OKC, OK 73154 405-525-5646 | 1575 03/25/98 |
| Mr. John Doe | \$100.00 |
| One Hundred Dollars and no/100 | |
| 01575 | Mrs. Jane Doe |
| 1031000000 | 0000000000 |



Check Number

Repeats number appearing in the upper right-hand corner (May have zeros in front of or after it)



Routing or Transit Number



Account Number

Note: The order of the check number, routing number, and account number will occasionally be different than shown. This diagram shows the typical order of these items on a business check.