

PROVIDER AGREEMENT

PROVIDER AGREES TO PARTICIPATE IN THE MEDCO NETWORK(S)
IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

TELEPAID®

Provider will submit all claims electronically via the *TelePAID®* System to Medco. The *TelePAID®* System communication will require input of accurate and complete information and will set forth pricing and messaging to be addressed by Provider.

COVERED SERVICES

Provider will furnish or cause to be furnished to the Eligible Person such Covered Services to which such Eligible Person is entitled under the applicable Plan Sponsor agreement.

IDENTIFICATION

Provider will require identification from each Eligible Person for whom it provides Covered Services, whether or not that Eligible Person has an ID Card. Provider will require the Eligible Person to present the ID card before transmitting the claim.

CO-PAYMENT/COINSURANCE

Provider will collect from each Eligible Person the applicable Co-payment/Coinsurance or other direct payment as communicated via the *TelePAID®* System or other method established by Medco.

PAYMENT

Provided the applicable Co-payment/Coinsurance has been collected by Provider, Medco will pay Provider for Covered Services provided by Provider to Eligible Persons in accordance with the payment rate, less the applicable Co-payment/Coinsurance, deductible, or other payment to be paid directly by the Eligible Person. All payments are subject to subsequent review and/or audit.

MANAGED CARE AND

PROFESSIONAL REVIEWS

Provider will cooperate with and support Medco managed care initiatives and professional reviews, including, but not limited to, drug utilization

review (DUR) and formulary compliance programs as implemented or required by Medco from time to time.

NONLIABILITY

All liability arising from the provision of Covered Services according to Provider will be the sole responsibility of Provider.

NETWORKS

Provider agrees that it will participate in networks according to the terms set forth in applicable schedules.

PHARMACY SERVICES MANUAL

Medco's Pharmacy Services Manual ("Manual") is incorporated herein by reference as if fully set forth herein. Provider's non-adherence to any of the provisions of the Manual will be a breach of Provider's Agreement with Medco. All references to the "Agreement" include this Provider Agreement, the Manual, and any applicable schedules.

TERM

Provider's Agreement with Medco will be in effect from the date of acceptance by Medco and thereafter will continue in effect for a period of one (1) year and will automatically renew for successive periods of one (1) year unless 180 days prior to the end of the then-current term Provider gives written notice (in accordance with the Manual) of termination to Medco. This Agreement may also be terminated by Medco as set forth in the Manual.

REPRESENTATION AND COVENANTS

Provider (under its present or any other name or under common ownership) has not been terminated as a Medco Provider within the last five (5) years. Provider will indemnify Medco and hold Medco harmless from all loss or damage (including reasonable expenses and attorney's fees) incurred by Medco as a result of breach of Provider's Agreement with Medco.

FORCE MAJEURE

Neither party will be deemed to have breached Provider's Agreement with Medco if its delay or failure to perform all or any part of its obligations results from a condition beyond its reasonable control, including, without limitation, flood, earthquake, fire, or other acts of God; work strikes, slowdowns, or labor unrest; riot, civil commotions, the public enemy; power or communication line failures, or other circumstances beyond its control, or by reason of the judgment, ruling, or order of any court or agency of competent jurisdiction, or change of law, rule, or regulation occurring subsequent to the effective date of Provider's Agreement with Medco.

APPLICABLE LAW

Unless otherwise required by the laws of the state where Provider is located, Provider's Agreement with Medco and all matters or disputes relating thereto will be governed by the laws of the State of New Jersey without regard to choice of law provisions.

SEVERABILITY

If any term or provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the other terms and provisions of this Agreement shall in no way be affected thereby. The invalidity, illegality, or unenforceability of any term or provision in one jurisdiction shall not affect the extent to which that term or provision may be valid, legal, and enforceable in another jurisdiction.

SECTION HEADINGS

Section headings are inserted for convenience only and are not to be used in any way to construe the terms of Provider's Agreement with Medco.