



**MEDICARE PART D ELIGIBILITY FACILITATION SERVICES AMENDMENT**

<b>Subscriber:</b>			
<b>NABP#:</b>		<b>NPI#:</b>	

This MEDICARE PART D ELIGIBILITY FACILITATION SERVICES AMENDMENT (this "Amendment") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between NDCHealth Corporation d/b/a RelayHealth ("RelayHealth") and the above-referenced Subscriber.

**RECITALS**

RelayHealth and Subscriber are parties to that certain Service Agreement, dated \_\_\_\_\_, as amended (the "Agreement"). RelayHealth and Subscriber desire to amend the Agreement to add the Medicare Part D Eligibility Facilitation Services as a new Service under the Agreement, all in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. ADDITIONAL SERVICES.** The Agreement is hereby amended by adding the Medicare Part D Eligibility Facilitation Services as a new Service provided by RelayHealth to Subscriber under the Agreement, and the Medicare Part D Eligibility Facilitation Services shall be deemed a Service for all purposes under the Agreement. The Medicare Part D Eligibility Facilitation Services will be provided to Subscriber in accordance with and subject to the terms and conditions of the Agreement, as amended by this Amendment. A description of the Medicare Part D Eligibility Facilitation Services is attached hereto as Exhibit A.

**2. CHARGES.** In consideration for the provision of the Medicare Part D Eligibility Facilitation Services, Subscriber shall pay RelayHealth the charges set forth on Exhibit A attached hereto. All payments shall be made in accordance with and shall be subject to the payment terms and conditions set forth in the Agreement.

**3. INTEGRATION.** Except as modified hereby, the terms and conditions of the Agreement shall remain in full force and effect; provided, however, if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, the terms and conditions of this Amendment shall prevail. The terms and conditions of this Amendment relate solely to the provision of the Medicare Part D Eligibility Facilitation Services. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Agreement.

**BY SIGNING BELOW,** SUBSCRIBER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS AMENDMENT AND AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS HEREOF. IN WITNESS WHEREOF, SUBSCRIBER AND RELAYHEALTH HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AMENDMENT EFFECTIVE AS OF THE EFFECTIVE DATE.

SUBSCRIBER:  
\_\_\_\_\_

NDCHEALTH CORPORATION d/b/a  
RELAYHEALTH

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### **Medicare Part D Eligibility Facilitation Services**

#### **A. Description**

The Medicare Part D Eligibility Facilitation Services are defined as the services provided by RelayHealth to provide Subscriber with insurance coverage information about a person who is enrolled in Medicare Part D. 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.

Rejected Eligibility transactions are those Eligibility transactions 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 Eligibility transactions that are sent from the pharmacy that resulted in RelayHealth matching exactly one patient to the information provided by the pharmacy so that RelayHealth could return the insurance coverage information for that patient to the pharmacy.

Subscriber acknowledges it is in CMS's interest to ensure that Eligibility transactions are requested solely for Medicare purposes and that the data provided in the response is used solely to support coordination of benefits in accordance with guidance provided by CMS. 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) and (ii) it will only request E1 transactions in accordance with the purposes described herein.

#### **B. Overview of Transaction Flow for Eligibility Facilitation Services**

1. Pharmacy submits the E1 transaction to the Switch that handles their regular billing claims.
2. The Switch forwards to the Facilitator/RelayHealth the E1 Request.
3. The Facilitator/RelayHealth uses the E1 Request to match the data contained within the Request to its Eligibility file. The Eligibility file is provided to the Facilitator/RelayHealth by CMS and is updated nightly.
4. The Facilitator/RelayHealth returns the Response to the Switch.
5. The Switch returns the Response to the Pharmacy.
6. The Pharmacy uses the information contained in the message to create the billing claim for the patient.

NOTE: The Switch may or may not be RelayHealth.

#### **C. Charges -- Medicare Part D Eligibility Facilitation Service**

RelayHealth will charge Subscriber \$0.015 for each Non-Rejected Eligibility transaction that is processed as part of the Medicare Part D Eligibility Facilitation Service.