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# PHARMACY MANUAL

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# WHI PHARMACY MANUAL

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Walgreens Health Initiatives, Inc. (“WHI”) is pleased to include you in our network of participating pharmacies.  
We look forward to working with you in providing pharmacy services to our clients and their members.

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# WHI PHARMACY MANUAL

## I. INTRODUCTION AND CONTACT INFORMATION

This manual is intended to serve as a guide to assist your pharmacy staff in claims processing and provide general terms, conditions, procedures and policies of WHI.

On-line claims adjudication and messaging reflects the most current benefits and takes precedence over any printed information contained herein.

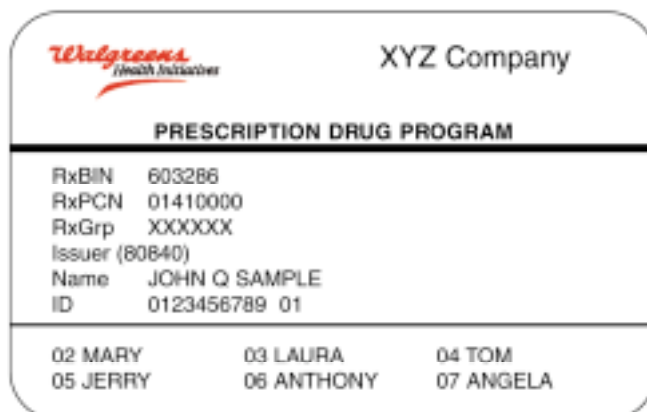
**CONTACT INFORMATION:** We hope that your day-to-day questions concerning WHI pharmacy programs are adequately addressed in this manual. If you have questions or if additional information is needed, or if you should need assistance in processing a claim, please contact our **Customer Care Center** at **800-207-2568** any time (with the exception of some major holidays). If you desire information on participating in a network for a particular WHI Plan Sponsor, please submit a request to [www.mywhi.com](http://www.mywhi.com) and select *Pharmacies* on the left hand bar, or you may call our Customer Care Center.

## II. THE IDENTIFICATION CARD

WHI members are provided an identification card (see sample below). Members are instructed to present their ID card when obtaining a prescription from a network pharmacy. When submitting a claim for services, it is expected that you ask to see the member's ID card and the name of the member. If no ID card is presented and eligibility for whom the prescription is written cannot be confirmed on-line, the pharmacy may collect its usual and customary retail price from the member.

Pharmacies participating in WHI's Medicare Discount Card Program will require each Medicare Enrollee requesting a Covered Discount Card Drug to present a WHI identification card identifying the individual as a Medicare Enrollee before providing the Covered Discount Card Drugs. "Covered Discount Card Drugs" shall have the meaning set forth in 42 CFR § 403.802.

It is expected that network pharmacies will provide services to eligible members in the same timely and courteous manner as provided to other customers, and shall have pharmacy services available for a minimum of eight hours a day, six days a week.



Information on the WHI Identification Card

- **Cardholder Name**  
The subscriber name associated with the cardholder ID number.
- **Cardholder ID Number**  
The subscriber identification number. This will usually be either a nine-digit number or nine-digit number with a two-digit suffix or other alpha/numeric variation.
- **Group Number**  
Typically a six character (numeric, alpha, or combination) code assigned to the plan must be submitted with each claim.

## III. PROGRAM SPECIFICATIONS

### A. GENERAL BENEFIT DESIGN (VARIES BY PLAN)

1. **Covered Medications:**
  - a) All federal legend drugs (drugs approved by the FDA unless listed in "Exclusions")
  - b) Insulin
  - c) Compound medications containing at least one legend drug
  - d) Injectables
2. **Exclusions:**
  - a) Over-the-counter drugs, except as listed above
  - b) Lifestyle drugs
  - c) Therapeutic devices or appliances

### B. DISPENSING AND BILLING LIMITATIONS

1. Participating pharmacies must exercise sound professional judgment regarding drug dispensing and billing practices and act in accordance with all state and federal regulations.
2. Pharmacist shall dispense the quantity of medication as prescribed not to exceed the maximum plan benefit.

### C. REIMBURSEMENT

1. **Drug Cost:** Based on discounted AWP or WHI MAC or submitted ingredient cost
2. **Professional Fee:** Brand: per agreement  
Generic: per agreement
3. **Co-Payment:** Varies by plan
4. **Network Participation in Medicare Programs:**
  - a) During the term of WHI's Medicare Discount Card Program, Network pharmacies will participate in the pharmacy network for the WHI Medicare Discount Card Program and dispense Covered Discount Card Drugs to Medicare Enrollees in accordance with the terms and conditions of this Manual and Pharmacy Network Agreement.
  - b) During the term of WHI Medicare Part D Plans, effective January 1, 2006 or the date that any WHI Part D Plan begins operation, Network pharmacies will dispense Covered Part D Drugs (as defined in 42 CFR § 423.100) to Medicare Enrollees in accordance with the terms and conditions of this Manual and Pharmacy Network Agreement and will be monitored by WHI and the applicable WHI Part D Plan Sponsor on an ongoing basis.
  - c) Participating pharmacies will comply with the WHI Medicare Discount Card and Medicare Part D Formularies (to the extent that they apply) and the MAC List in dispensing Covered Discount Card Drugs and Covered Part D Drugs, unless pharmacy is (i) prohibited by state law; or (ii) otherwise directed by WHI through the POS System.

### D. INQUIRIES

1. **Claim Status:** Any questions regarding claims status should be directed to our Customer Care Center, available toll-free at 1-800-207-2568 or the help desk number provided on the Member ID card. Please identify your pharmacy as a provider for WHI and have your NCPDP number available, as well as any other relevant information.
2. **Member Eligibility:** Any questions regarding member eligibility should be directed to our Customer Care Center, available toll-free at 1-800-207-2568. Have the Member identification number and group information available.

### E. COVERAGE/ELIGIBILITY

A pharmacist can verify a member's coverage by submitting the information noted on the Membership ID Card. If an "invalid" response is received, please check that all submitted information matches the submission elements on the ID card. Pharmacy will not be paid for providing service to a person whose eligibility was not submitted correctly.

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### **F. SIGNATURE LOG**

Pharmacy shall maintain a signature log at each location listing the Plan Name, Prescription Number, and date of receipt, and require an eligible member or representative who receives a covered drug to sign the log. Other acceptable means of maintaining this data may be appropriate with WHI's consent.

### **G. MARKETING RESTRICTIONS - MEDICARE**

Participating pharmacies will not market Products and Services Outside the Scope of Endorsement under the WHI Discount Card Program. "Products and Services Inside the Scope of Endorsement" means: (i) products and services offered for no additional fee, other than the WHI Medicare Discount Card Program enrollment fee allowed under 42 CFR § 403.811(c), that are directly related to a Covered Discount Card Drug; and (ii) a discounted price for an over-the-counter drug. "Products and Services Outside the Scope of Endorsement" means all products and services other than Products Inside the Scope of Endorsement. Participating pharmacies will not request that a Medicare Enrollee authorize either WHI or Pharmacy to use or disclose Enrollee Health Information for purposes of marketing any products or services Outside the Scope of Endorsement. Participating Pharmacies will not co-mingle any materials related to the marketing of Products and Services Inside the Scope of Endorsement with materials related to the marketing of Products and Services Outside the Scope of Endorsement. Following termination of the WHI Medicare Drug Discount Card and Transitional Assistance Program, Enrollee Health Information collected or maintained by Pharmacy will not be used or disclosed for purposes of marketing any product or service.

### **H. PRIVACY AND SECURITY REQUIREMENTS - MEDICARE**

WHI and participating pharmacies will maintain the confidentiality of all medical, prescription, and other patient-identifiable health information specifically relating to Medicare Enrollees ("Enrollee Health Information") in accordance with all applicable federal and state laws and regulations, including the applicable privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the confidentiality and security provisions stated in the Regulations for the program at 42 CFR 423.136. Notwithstanding the foregoing, pursuant to 42 CFR §403.813, to the extent that the HIPAA privacy regulations are superceded by the terms and conditions set forth in the Medicare Marketing Restrictions and Document Retention Standards, both set forth in this Manual, Pharmacy will comply with the terms and conditions set forth in this Manual.

## **IV. GENERAL CLAIM SUBMISSION INFORMATION**

### **A. SUBMISSION OF PRESCRIPTION CLAIMS**

1. Pharmacies are required to submit a billing record of service for all covered prescriptions provided to a member even when no additional reimbursement is due to the pharmacy.
2. Pharmacies must submit claims via electronic data interchange using NCPDP Version 5.1, as required under HIPAA.
3. All claims received on-line by the last working day of the semi-monthly processing cycle will be processed in the current payment cycle. Checks will be mailed after the release of funds by the Plan Sponsor.
4. In the event of prolonged system downtime, pharmacy may submit claims within 30 days of service via either electronic transmission or 90 days via Universal Claim Form (UCF) or batch file transmission.
5. Participating Pharmacies will comply with any applicable standards, implementation specifications, and requirements: (i) in the Standards for Electronic Transactions under 45 CFR parts 160 and 164, subparts I through R; and (ii) regarding unique identifiers under 45 CFR parts 160 and 162.
6. Medicare Drug Discount Card. For each Prescription Order for Covered Discount Card Drugs dispensed to Medicare Enrollees, participating pharmacies will charge Medicare Enrollees the prescription charge specified through the POS System (the "Medicare Prescription Charge"). The Medicare Prescription Charge will be one hundred percent (100%) of the negotiated rate agreed upon in writing by the parties, reduced by any

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applicable manufacturer rebates and any applicable Transitional Assistance Funds. The Medicare Prescription Charge will be the lower of the negotiated rate or usual and customary price when a Covered Discount Card Drug subject to a negotiated rate is available at the point of sale. For Products and Services Inside the Scope of Endorsement, participating pharmacies will not charge Medicare Enrollees any fees in addition to the applicable Prescription Charge.

7. Medicare Part D. For each Prescription Order for Covered Part D Drugs dispensed to Medicare Enrollees pursuant to this Agreement, Pharmacy will charge Medicare Enrollees, including Medicare Subsidy Eligible Individuals, the correct Cost Sharing Amount specified through the POS. As specified through the POS, the Cost Sharing Amount will be one hundred percent (100%) of the Prescription Charge, reduced by any applicable Part D Plan Payment. Claims submitted by Pharmacy for reimbursement of Part D Plan Payments and any rebates the applicable WHI Part D Plan elects to pass to the beneficiary at the point of sale, if any, will be paid by WHI in accordance with the payment terms set forth in the Pharmacy Network Agreement. As specified through the POS, at the point of sale both the Cost Sharing Amount and the Part D Plan Payment will be calculated using the lower of the negotiated rate and Pharmacy's usual and customary price and the terms and conditions set forth in the Pharmacy Network Agreement. At the point of sale, Pharmacy will inform Medicare Enrollees of any differential between the price of a prescribed Covered Part D Drug and the price of the lowest priced generic Covered Part D Drug that is therapeutically equivalent and bioequivalent and available at the Pharmacy location. Pharmacy will comply with standards for pharmacy practice as established by the State in which each Pharmacy is located.
8. In no event shall Pharmacy bill, charge, collect a deposit from, have any recourse against, or otherwise seek payment from any Medicare Enrollee for any Prescription Charge, other than the Cost Sharing Amount, returned checks and collections costs, and any similar fees in accordance with applicable laws, including as required under 42 CFR 423.505(g)(i).

### **B. ACCESS TO AND RETENTION OF RECORDS**

1. Medicare Drug Discount Card. For a period of six (6) years following the date of termination of the Medicare Drug Discount Card Transitional Assistance Program, participating pharmacies will maintain, preserve and make available for inspection and review by WHI, CMS, the Department of Health and Human Services ("DHS"), the Comptroller General, the General Accounting Office, or any of their respective designees, all books, contracts, documents, papers, and other records of pharmacy, its related entities, contractors, subcontractors, or transferees, that pertain to Medicare Enrollees, the services provided under this Manual and the Pharmacy Network Agreement or other matters relevant to the WHI Medicare Discount Card Program (collectively, the "Records"), in accordance with the HIPAA security and privacy protections described in this Manual. DHS may extend the six-year retention period if the Records relate to an ongoing investigation, litigation, or negotiation by DHS, the Department of Health and Human Services Office of Inspector General, the Department of Justice, or a State, or the Records otherwise relate to suspicions of fraud and abuse or violations of Federal or State law.
2. Medicare Part D. As required under 42 CFR 423.505(1)(2), for a period of ten (10) years following the final year of the Term in which Pharmacy provides Services under a WHI Medicare Part D Program, Pharmacy will maintain, preserve and make available for inspection and review by WHI, the applicable WHI PDP Sponsor, CMS, the Department of Health and Human Services ("DHS"), the Comptroller General, the General Accounting Office, or any of their respective designees, all books, contracts, documents, papers, and other records of Pharmacy, its related entities, contractors, subcontractors, or transferees, that pertain to Medicare Enrollees, the services provided under this Agreement or other matters relevant to the WHI Part D Plans (collectively, the "Records"), in accordance with security and privacy protections described in Section 5 of this Amendment. Notwithstanding the foregoing, the ten-year retention period may be extended if (i) CMS determines there is a special need to retain a particular Record or a group of Records for a longer period and WHI notifies the Pharmacy at least 15 days before the normal disposition date; (ii) there is a termination, dispute, or allegation of fraud or similar fault by the WHI Part D Plan Sponsor, in which case the retention may be extended to six (6) years from the

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date of any resulting final resolution of the termination, dispute or fraud or similar fault; or (iii) the Records relate to an ongoing investigation, litigation, or negotiation by CMS, DHS, the Department of Health and Human Services Office of Inspector General, the Department of Justice, or a State, or the Records otherwise relate to suspicions of fraud and abuse or violations of Federal or State law.

### C. POS SYSTEM

1. **“POS System”** means the on-line or real time point-of-sale telecommunication system used to communicate information regarding Covered Drugs, Eligible Members, claims, drug utilization, Copayments, or other amounts to be collected from an Eligible Member by Pharmacy and the amounts payable to Pharmacy.
2. **Pharmacy Vendor and POS System:** Point-of-sale claims can be submitted to WHI through a pharmacy computer or POS System. Please contact your pharmacy system or POS System vendor if you have any questions about how to submit claims.
3. **Phone Number:** Please contact your software or communication network vendor to obtain the phone number that allows you to access the processor and submit claims.
4. **Claims Submission:** WHI will identify whether a claim has been accepted or rejected. If the claim is accepted, WHI will identify the amount paid and the copay to collect from the member. WHI will provide additional messaging (e.g., quantity limitations exceeded). If the claim is rejected, WHI will identify the reason(s) via POS System messaging.
5. **Bin Number and Carrier ID:** When submitting claims through point-of-sale, you are required to submit a Bin number and Carrier ID. The Bin number for WHI is 603286; the Carrier ID (PCN) for WHI is 01410000 unless otherwise specified by plan. This number must be submitted with every claim. Your system vendor can tell you how to input this ID.
6. **Reversals:** If you need to resubmit a claim previously accepted through point-of-sale, you must first submit a reversal. You must also submit a reversal when a member fails to pick up a filled prescription within ten days. Please refer to your system documentation or vendor for information about submitting reversals.
7. **Compounds:** A compound for an eligible member should be submitted by billing the most expensive legend ingredient. A listing of each ingredient and quantity used must be documented and provided upon request. The sum of ingredient costs for all ingredients must equal the ingredient cost for the compound claim.
8. **DAW(dispensed as written)** – Standard NCPDP Codes are:
  - 0 = No product selection indicated
  - 1 = Substitution not allowed by prescriber
  - 2 = Substitution allowed - patient requested product dispensed
  - 3 = Substitution allowed - pharmacist selected product dispensed
  - 4 = Substitution allowed - generic drug not in stock
  - 5 = Substitution allowed - brand drug dispensed as a generic
  - 6 = Override
  - 7 = Substitution not allowed - brand drug mandated by law
  - 8 = Substitution allowed - generic drug not available in marketplace
  - 9 = Other
9. **Trouble-Shooting**
  - a) If your pharmacy system or POS System is unable to make a connection with the claim processor's computer system, contact your communication network vendor or switch.
  - b) If you have any questions regarding a rejected claim or reimbursement please contact WHI's Customer Care Center(1-800-207-2568). Please have your NCPDP number and other relevant claims processing information available.

### D. NCPDP STANDARD UNIVERSAL CLAIM FORM (UCF)

1. **Types of Forms**
  - a) Handwritten - when the form is completed by hand, the last copy is sent to the claim processor.
  - b) Computer generated - when the form is computer generated:
    1. Submit only the original (top) copy.
    2. The continuous form paper used by computers when printing UCF

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claims should be separated (burst) and the tractor strips removed from the edges prior to sending to the claim processor.

3. You may choose to have the member sign a prescription log. This should be noted with "Signature on File" in the appropriate space on the UCF.
2. **Fees** - there may be a fee reduction per claim for processing Universal Claim Forms.
3. **Submitting claims for processing**
  - a) All UCFs must be **legible, accurate, and complete**. Please type or neatly print all the UCF information.
  - b) Claims and corrections to prior claims must be forwarded to WHI via first class mail within 60 days of original service date. To assure proper handling the following address should be used when mailing claims information:  
WHI  
P.O. Box 545  
Deerfield, IL 60015

**NOTE:** Claims information submitted in any manner other than the above procedure may be subject to loss or lengthy processing delays.

### E. PROCESSING OF PRESCRIPTION CLAIM FORMS

1. Each individual claim will be processed as received by the claim processor. Extensive edit checks are made to assure proper reimbursement. Claims containing one or more fatal errors will be rejected. Pharmacy may resubmit claims in error within 60 days of original service date to the claim processor for further processing.
2. Adjustments can be made to paid or denied claims. The pharmacy should submit to WHI documentation supporting the pharmacy's request for a correction, and a copy of the claim processor's reconciliation highlighting the claims or claims for which you are requesting adjustments.

### F. REPORTS TO PHARMACIES

Checks will be mailed to pharmacies twice a month. The Pharmacy Reconciliation Report will provide an accounting of all claims submitted to the claim processor during the current cycle, and will provide totals for reconciliation of the check amount. Pharmacy Reconciliation Reports and checks are mailed in accordance with the specifications cited in each Plan Sponsor's individual contract.

### G. PRICING

1. Each submitted claim will be priced using the specific guidelines established by the Plan Sponsor and using the AWP set forth in the POS System based on pricing files received by WHI from First Data Bank (or other nationally recognized price source selected by WHI), as updated generally within one week of WHI's receipt of such files.
2. Medicare. As specified through the POS System, at the point of sale: (i) the Medicare Prescription Charge will be the lower of the negotiated rate and Pharmacy's usual and customary price; (ii) Pharmacy will accept Transitional Assistance Funds as payment for Covered Discount Card Drugs provided to Transitional Assistance Enrollees and enforce applicable Coinsurance Requirements; and (iii) Pharmacy will make available to Medicare Transitional Assistance Enrollees the remaining balance of Transitional Assistance Funds. In addition, the remaining balance of Transitional Assistance Funds for Medicare Transitional Assistance Enrollees will be available through WHI's customer service phone number.
3. At the point of sale, participating pharmacies will inform Medicare Enrollees of any differential between the price of a prescribed Covered Discount Card Drug and the price of the lowest priced generic Covered Discount Card Drug that is therapeutically equivalent and bioequivalent and available at the pharmacy location.
4. Claims submitted by participating pharmacy for Transitional Assistance Funds and reimbursement of manufacturers' rebates will be paid by WHI in accordance with the payment terms set forth in the Pharmacy Network Agreement.



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### H. REQUIREMENTS OF OTHER LAWS AND REGULATIONS - MEDICARE

Participating pharmacies will comply with all applicable laws, rules, and regulations, including, without limitation, the Social Security Act, Medicare Part D implementing regulations, 42 CFR Parts 400-423, CMS instructions and the federal anti-kickback statute, 42 USC §1320a-7b(b), as any of which may be amended from time to time. Participating pharmacy represents that neither it nor any of its owners, directors, officers, employees, or contractors are subject to sanction under the Medicare/Medicaid program or debarment, suspension, or exclusion under any other federal or state agency or program, or otherwise are prohibited from providing services to Medicare or Medicaid beneficiaries. Participating pharmacy will notify PBM immediately of any change in such status. Any breach of the requirements and representations set forth in this paragraph is grounds for immediate termination by WHI of the Pharmacy Network Agreement, notwithstanding the termination provisions therein.

### V. CHANGES TO PHARMACY DATA

#### A. ADDING OR MODIFYING PHARMACY LOCATION

To enroll new pharmacies under an existing agreement or to make any other changes to your pharmacy data, please send the information in writing to WHI. WHI will automatically add new or relocated pharmacies on a routine basis. Please be proactive in providing this information regularly to ensure seamless operation at your store and customer satisfaction.

#### B. DELETING A PHARMACY

If a pharmacy is no longer in operation or the NCPDP number is no longer active, please notify WHI as soon as possible.

#### C. Notifying WHI

To provide the information in this section, please notify WHI Provider Relations at:

[Provider.Relations@walgreens.com](mailto:Provider.Relations@walgreens.com)

OR FAX No: (847) 374-1505

### VI. OTHER GENERAL TERMS AND CONDITIONS

#### A. AUDITS

WHI or its delegate has the right to inspect, review, audit, and make copies of Pharmacy's prescription files, Usual and Customary Charges, and financial and administrative records related to the dispensing of Covered Drugs to Eligible Members hereunder for up to six years after the date a Covered Drug is dispensed. In addition, if, based on a sampling of audited claims, WHI or its delegate, determines that pharmacy has engaged in fraud or abuse or has made repeated errors in the submission of claims, WHI or its delegate has the right to extrapolate the data for purposes of determining the amount due and owing to WHI for non-compliant claims, which amount shall become immediately due and owing to WHI. Pharmacy shall have 30 days from the date notified by WHI to provide documentation to dispute such findings. If Pharmacy is deemed non-compliant, certain penalties may apply, including, but not limited to fees, interest, penalties, damages, or other charges imposed upon WHI by governmental entities, regulatory agencies, and/or payors. If discrepancies are found, overpayments from discrepant claims and/or any other charges resulting from non-compliance, become immediately due and owing by pharmacy to WHI, and WHI also has the right to deduct any such amounts from any amounts payable to pharmacy. WHI may report its audit findings to payors, appropriate governmental entities and regulatory agencies, as appropriate.

#### B. CREDENTIALING

Pharmacy must comply with credentialing programs of WHI..

#### C. CONFIDENTIALITY

1. Pharmacy will maintain the confidentiality of all records and information relating to an Eligible Member in accordance with all applicable state and federal laws, rules, and

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regulations, including, without limitation, the federal privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Pharmacy will release such records and information only in accordance with the Pharmacy Network Agreement and this Pharmacy Manual, subject to all applicable legal requirements.

2. This Pharmacy Manual, Formulary, MAC List and other documents provided by WHI to Pharmacy are considered proprietary and confidential to and will remain the sole property of WHI. The information contained in those documents may not be released to any third party without the written consent of WHI.

### **D. LIABILITY**

1. All liability arising from the provision of prescription drug services by Pharmacy will be the sole responsibility of Pharmacy.
2. In no event will WHI be liable to Pharmacy for indirect, incidental, special, or consequential damages of any nature, loss of profit, punitive damages, injury to reputation, or loss of customer or business damages of any nature, notwithstanding WHI's notice of any such damages or losses. WHI's liability, if any, to Pharmacy under this Agreement will not exceed an amount equal to the total dispensing fees paid to Pharmacy by WHI over the most recently ascertainable one-year period immediately preceding the date on which the claim arose. WHI will have no liability for any claim asserted by Pharmacy or any third party more than one year after Pharmacy or such third party is or reasonably should have been aware of such claim.

**THE CONTENTS OF THIS MANUAL AND THE SERVICES AND PRODUCTS PROVIDED ARE PROVIDED BY WHI ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. THIS DISCLAIMER INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

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