



HAQUE LAW
A BUSINESS AND HEALTH LAW FIRM

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Client Questionnaire – Pharmacy Buy or Sell Questionnaire

Please fill out this questionnaire and return it as soon as possible. It is important that you answer each question fully. It is imperative that you be candid!

You should answer all questions relevant to your case. If a question does not apply to your particular situation, please indicate by marking the question "N/A." If the answer to any question requires more space than has been provided on the form, please complete your answer on a separate sheet. Refer to the question number to which your answer applies and attach your answer to this questionnaire.

Your responses to these questions will help to organize your case and will save you money on attorney's fees in trying to gather and assemble information after the case is in progress. Since your answers are being made to an attorney, you are assured of confidentiality and are protected by the attorney-client privilege.

NOTICE OF CONFIDENTIALITY

THE INFORMATION IN THIS DOCUMENT IS SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE, AS PROVIDED IN THE TEXAS RULES OF EVIDENCE. HOWEVER, IF A PROFESSIONAL, INCLUDING AN ATTORNEY OR AN EMPLOYEE OF AN ATTORNEY, HAS CAUSE TO BELIEVE THAT A CHILD HAS BEEN ABUSED OR NEGLECTED OR MAY BE ABUSED OR NEGLECTED OR THAT A CHILD IS A VICTIM OF AN OFFENSE UNDER SECTION 21.11 OF THE TEXAS PENAL CODE, AND THE PROFESSIONAL HAS CAUSE TO BELIEVE THAT THE CHILD HAS BEEN ABUSED AS DEFINED BY SECTION 261.001 OR 261.401 OF THE TEXAS FAMILY CODE, OR IF THE PROFESSIONAL HAS CAUSE TO BELIEVE THAT AN ADULT WAS A VICTIM OF ABUSE OR NEGLECT AS A CHILD AND THE PROFESSIONAL DETERMINES IN GOOD FAITH THAT DISCLOSURE OF THE INFORMATION IS NECESSARY TO PROTECT THE HEALTH AND SAFETY OF ANOTHER CHILD OR AN ELDERLY OR DISABLED PERSON AS DEFINED BY SECTION 48.002 OF THE TEXAS HUMAN RESOURCES CODE, THE PROFESSIONAL SHALL MAKE A REPORT NOT LATER THAN THE FORTY-EIGHTH HOUR AFTER THE HOUR THE PROFESSIONAL FIRST SUSPECTS THAT THE CHILD HAS BEEN OR MAY BE ABUSED OR NEGLECTED OR IS A VICTIM OF AN OFFENSE UNDER SECTION 21.11 OF THE TEXAS PENAL CODE OR IS AN ADULT WHO WAS A

VICTIM OF ABUSE OR NEGLECT AS A CHILD. THE REPORT SHALL BE MADE TO THE APPROPRIATE AGENCY.

THE CONTENTS OF THIS DOCUMENT CONSTITUTE ATTORNEY WORK PRODUCT, ARE CONFIDENTIAL AND ARE NOT TO BE DISCLOSED TO THIRD PERSONS OTHER THAN THOSE TO WHOM DISCLOSURE IS MADE IN FURTHERANCE OF THE RENDITION OF PROFESSIONAL LEGAL SERVICES.

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Client Name: _____

Information Requested

About you:

1. Please give the following information.

Full name: _____

Date of birth: _____ City & State of birth: _____

Social Security number: _____

Driver's license number and state: _____

Maiden name, if applicable: _____

2. Where are you living now, and what is your phone number?

Address: _____

City: _____ County: _____ State: _____

Zip: _____ Home phone: _____

3. At what address do you wish to receive mail from this office? _____

4. How do you prefer that we contact you?

Address: _____

Phone: _____ Fax: _____

Pager: _____ Mobile phone: _____

E-mail: _____

(e-mail communications may not be confidential)

5. Who referred you to this office? _____

6. Have you consulted or retained any other attorneys on this matter before coming to this

office? _____

Is so, please state who and when: _____

7. Type of Entity – Can it be bought or sold? LLC? Corporation? _____
8. Tax Return - Have you reviewed the last 3 years of tax returns? _____
9. Tax Liability - Have you confirmed that no tax liabilities exist at the time of transaction? (i.e. Are there any tax liens or money owed to the IRS?) _____
10. Licenses – Can the licenses be transferred with the pharmacy? (Licenses include TSBP, DEA, 340B, etc.) _____
11. Copies - Do you have the actual license number for TSBP, DEA, NCPDP and NPI? _____
12. Verification - Have you reached out to each licensing department to verify the license? _____
13. Attachment – Are the licenses attached to the business or the owner? Specifically, who holds the licenses, the business or an individual? _____
14. Name - Do the licenses name the business or the owner? _____
15. TSBP - On the TSBP website, who’s listed as the “Owner” on the website? _____

16. Value of the stocks – Is the purchase or selling price within the Fair Market Valuation (FMV)? _____
17. Inventory – Is the inventory included in the purchase or selling price? _____

18. Accounts Receivable – make sure to identify a date of service cutoff date to avoid confusion and potential liability.
19. Have you defined the Sellers or Buys Representations? _____

20. Sellers or Buys Warranties – many types of warranties to consider. Are there any? _____

21. Are there any indemnification clauses related to the transaction? _____

22. Authority – Making sure the person signing the transaction has authority to sign on behalf of the Pharmacy.
23. Insurance Contracts – Creating a list of insurance contracts and reaching out to them via NPI or Tax ID (EIN Number) and making sure it’s in good standing.
24. Does the Pharmacy have Medicare, Medicaid, Tricare or any other federal payers? List and

verify. Confirm if any pending audits exists.

25. Lease Agreement – Is there a separate lease agreement? Term? Rent? _____

26. Include a litigation – Clause defining steps if issues occur from the transaction such as a future lawsuit related to past services.
27. Equipment – Are there any equipment's under lease? _____

28. Transition phases – defining transition between old and new – will pharmacist continue with new owner? Will technicians continue to work? Manager? Are there any employment agreement(s)? _____

29. Support – How long will Seller support Buyer OR Buyer support Seller? _____

30. Power of Attorney – change in licenses from old to new needs specific term and scope.
31. Change – Who will be responsible for removing sellers' information or including buyers' information? _____

32. Bank Account – Who will designate adding and removing name from the bank account? _____

33. Non-compete – reasonable time and distance restrictions: _____

34. Notice – how will old and new (buyer and seller) continue to communicate? _____

35. Will tax liabilities be prorated at the time of transaction? Will it be prorated and if so, must define the date of service and/or transaction date? _____

36. Social media and Google account transfer – username and password: (Making sure all access is transparent.) _____
