



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: CONSULTING SERVICES FOR PHARMACY BENEFITS PROGRAM

CONTRACT NUMBER: CSP901211

EFFECTIVE DATES: 04/25/11 TO 06/30/15

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP901211 that opened on October 29, 2010. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Administrative Services (DAS), Benefits Administration Services (BAS) Office as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Carol Clingman
carol.clingman@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

MUTUALLY AGREED TO CHANGES AND CLARIFICATIONS TO THE ORIGINAL RFP DOCUMENT

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS, PART TWO: SPECIAL PROVISIONS

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA) REQUIREMENTS language on page 21 the 1st paragraph is modified as follows and the 2nd and 3rd paragraphs are deleted in their entirety.

As a condition of receiving a contract from the State, the Contractor and the State have entered into a Business Associate Agreement to set forth contractor's compliance obligations with 42 U.S.C. Sections 1320d through 1320d-8, and to implement regulations at 45 C.F.R. Section 164.502 (e) and 164.504 (e) [relating to privacy] and 164.308 and 164.314 [relating to security] regarding disclosure and safeguarding of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART TWO: WORK & CONTRACT ADMINISTRATION

RECORD KEEPING language on page 34 – the 2nd paragraph is modified as follows:

The Contractor will keep a separate accounting of fees, costs, billings, revenue for the Project. All payments made associated with the Project will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments made associated with the Project will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

CONFIDENTIALITY language on page 39 – the 5th paragraph is modified as follows:

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made within thirty-two (32) days of termination or expiration of this Contract.

HANDLING OF THE STATE'S DATA language on page 39 and page 40 the 2nd, 6th, 9th, and 10th paragraphs are modified as follows:

2nd paragraph:

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication for remote access to limit access to systems that contain particularly sensitive state data, such as personally identifiable data.

6th paragraph:

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from the outside Contractor's data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

MUTUALLY AGREED TO CHANGES AND CLARIFICATIONS TO THE ORIGINAL RFP DOCUMENT (Cont'd)

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION (Cont'd)

9th paragraph:

In case of an actual security breach that may have compromised state data, including, but not limited to, loss or theft of unencrypted devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the state data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

10th paragraph:

The Contractor must give the State access to the material details of the breach relevant to the State and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of state data, and regardless of any limitation on liability of any kind in this Contract, the Contractor, upon the written request of the State for breaches caused by the Contractor or its subcontractors, will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession. Such identity theft protection must be reasonably comparable to the standard service that Debix, Inc. or the leading credit rating agencies offer.

OWNERSHIP OF DELIVERABLES language on page 41 the 2nd paragraph is modified as follows:

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

LIMITATION OF LIABILITY language on page 44 is deleted in its entirety and replaced with the following:

NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR IN ACCORDANCE WITH THE FOLLOWING PARAGRAPH:
3. NOTWITHSTANDING ANY OTHER PROVISION HEREOF OR OF APPLICABLE LAW, THE CONTRACTOR AND STATE AGREE THAT THE LIABILITY OF THE CONTRACTOR IN CONNECTION WITH THE PROVISIONS OF THE SERVICES PURSUANT HERETO WILL BE LIMITED TO DIRECT LOSSES THE STATE SUFFERS AS A RESULT OF THE NEGLIGENCE AND/OR ERRORS OR OMISSIONS OF THE CONTRACTOR, UP TO, BUT IN NO EVENT TO EXCEED \$5 MILLION DOLLARS.

COST SUMMARY

TITLE: CONSULTING SERVICES FOR PHARMACY BENEFITS PROGRAM

RFP Number: CSP901211

UNSPSC CATEGORY CODE: 85101700

ITEM NO.	PBM RFP SERVICES: Fiscal Year 2013 or 2014:	PER HOUR COST
19104	Develop an effective PBM RFP working with state of Ohio agencies	\$ 250.00
19105	Participate as a member on RFP Evaluation Committee in Columbus and justification confirming final Offer selection	\$ 150.00
19106	Provide guidance during Implementation of new RFP Contract and oversight during the initial year of the new PBM contract (Optional)	\$ 300.00
19107	Additional hours required to respond to administrative or legal challenges by unsuccessful Offerors (Optional)	\$ 400.00
ITEM NO.	GENERAL CONSULTING SERVICES: Annually for Fiscal Years 2011, 2012, 2013, 2014 and 2015	PER HOUR COST
19108	Annual allocation of time for pharmacy program projects as needed	\$ 300.00
ITEM NO.	ANNUAL AUDIT SERVICES: Annually for Fiscal Years 2011, 2012, 2013 and 2014	PER HOUR COST
19109	Conduct an annual prescription drug review of the PBM	\$ 150.00
19110	Conduct an annual review of the PBMs compliance with performance guarantees	\$ 125.00

All costs must be in U.S. Dollars.
 The State will not be responsible for any costs not identified.
 There will be no additional reimbursement for travel or other related expenses.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP901211-1 (06/30/15)

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 Aon Hewitt Associates LLC
 5005 Rockside Road
 Suite 1000
 Independence, OH 44131

TERMS: Net 30 Days

Remit To Address:
 Aon Hewitt Associates LLC
 P.O Box 95135
 Chicago, IL 60694-5135

CONTRACTOR'S CONTACT: Ms. Sandy Chochola

Telephone: (216) -525-5313
 Fax: (216) -573-9953
 E-Mail: sandy.chochola@hewitt.com