



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: PHARMACY BENEFITS MANAGER (PBM) FOR THE BUREAU OF WORKERS' COMPENSATION PHARMACY PROGRAM

CONTRACT NUMBER: OT903609

EFFECTIVE DATES: 11/01/09 TO 10/31/12

* Renewal through 10/31/18

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. OT9003609 that opened on February 9, 2009. 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 Bureau of Workers' Compensation (BWC), 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.

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

www.ohio.gov/procure

* To advise of a twenty-four (24) month renewal of the contract effective November 1, 2016 through October 31, 2018 and advise of a new contractor's contact.

A. CONTRACT REQUIREMENT SYNOPSIS: This section gives only a summary of the Project requirements and the Contractor's responsibilities. The Contractor shall provide a PBM system resulting in the following benefits:

1. Ensure that quality pharmacy services are provided to Ohio's injured workers.
2. Provide Ohio's injured workers access to network pharmacies, including pharmacies outside of Ohio.
3. Provide access to prescription drug data.
4. Manage drug information efficiently and provide the State with accurate and timely information.
5. Ensure that injured worker pharmacy benefits are paid accurately based on the eligibility data received from the State.
6. Ensure that pharmacies are paid promptly following the State's funding of approved bills.

The selected Contractor shall:

1. Perform on-line adjudication of medication bills at the point of service with prescription information transmitted electronically between the pharmacy, the Contractor, and the State.
2. Ensure medications reimbursed by the Contractor on behalf of the State are medically necessary and related to the allowed conditions of an allowed claim.
3. Establish a prior authorization system between the Contractor and the State as needed to determine eligibility.
4. Process and adjudicate paper bills in a limited number of situations.
5. Enroll pharmacy providers in a state of Ohio BWC-specific network.
6. Maintain a formulary that meets the State's requirements.
7. Develop and maintain an ongoing data interchange system to exchange required data between the Contractor and the State, using state of Ohio-specified formats.
8. Perform prospective, concurrent and retrospective Drug Utilization Review (DUR).
9. Provide standard and ad-hoc management reports and reporting tools.
10. Perform pharmacy provider onsite and desk audits, and be responsible for collecting and returning to the State any recoveries that may arise out of the audits.

B. DEFINITIONS.

1. Agency. The Ohio Bureau of Workers' Compensation (BWC).
2. AWP. The average wholesale price of the Covered Drug based on its 11 digit National Drug Code (NDC), as supplied by any of the nationally recognized drug compendia and used by the Contractor when determining the amount reimbursed to the pharmacy. The applicable AWP will be determined by the date of service.
3. Bill. An outpatient medication invoice submitted to the Contractor by a pharmacy.
4. Brand Name Drugs. Drugs that are marketed under a specific trade name by a pharmaceutical manufacturer. The Contractor shall develop an algorithm using data elements available from any nationally recognized drug compendia to identify a billed drug as a brand name or generic drug. The algorithm must be approved by the State and cannot be changed without the State's prior written consent.

5. Business Days. All days except Saturdays, Sundays, and state holidays. All references to "day(s)" are to calendar days unless "business day" is specified.
6. Calendar Year. January 1 through December 31 of the respective year.
7. Claim. A work-related illness or injury reported to BWC.
8. Compound Prescription. A prescription that meets the following criteria: two (2) or more solid, semi-solid, or liquid ingredients, that are weighed or measured then prepared according to the prescriber's order and the pharmacist's art. Compound drugs are not reimbursed by the Contractor in this Program.
9. Contract. This Contract for pharmacy benefits management services between the State and Contractor and which is composed of all documents as listed in Part Five of this RFP.
10. Contract Administrator. The State representative(s) responsible for Contract administration.
11. Contract Quarter. The full three (3) month period commencing on the Effective Date, and each full consecutive three (3) month period thereafter that this Contract remains in effect.
12. Contract Year. The full 12 month period commencing on the Effective Date, and each full consecutive 12 month period thereafter that this Contract remains in effect.
13. Contractor's Proposal. The final Proposal, including any addenda and negotiated changes as described in Part Four of the RFP, submitted by Contractor in response to the RFP and accepted by the State via the Contract award, and which is an integral part of this Contract.
14. Co-payment. The amount that the Injured Worker is responsible for paying the pharmacy when the Injured Worker or the prescriber requires a Brand Name version of a drug that has an applicable MAC price on the date of service. The co-payment shall be the difference between the requested brand-name drug's fee schedule amount (currently AWP-9%) and the MAC allowed amount for the drug. For purposes of this Contract, the terms "DAW Difference" and "co-payment" are used interchangeably.
15. Covered Drugs. Legend or over-the-counter (OTC) drugs for which an Injured Worker has prescription benefit coverage. Covered Drugs will be designated by the State in the Plan Design.
16. DAW Difference. Dispense as Written - The amount that the Injured Worker is responsible for paying the pharmacy when the Injured Worker or the prescriber requires a Brand Name version of a drug that has an applicable MAC price on the date of service. The co-payment shall be the difference between the requested brand-name drug's fee schedule amount (currently AWP-9%) and the MAC allowed amount for the drug. For purposes of this Contract, the terms "DAW Difference" and "co-payment" are used interchangeably.
17. Dispensing Fee. The amount payable by the State pursuant to this Contract for a Participating Pharmacy to dispense a prescription or authorized refill to an Injured Worker.
18. FTP. File transfer protocol.
19. Eligible Injured Worker. An individual with an allowed/active workers' compensation claim.
20. Generic Drug. A drug that is not protected by a patent and may be produced by any manufacturer; a generic name is a common name that refers to a drug's chemical identity, as opposed to a brand name used by a particular company for marketing purposes. The Contractor shall develop an algorithm using data elements available from any nationally recognized drug compendia to identify a billed drug as a brand name or generic drug. The algorithm must be approved by the State and cannot be changed without the State's prior written consent.
21. IP. Internet Protocol.
22. MAC and/or the Maximum Allowable Cost. The maximum cost that will be reimbursed for a specific drug that is available from multiple sources (manufacturers/labelers).
23. NCPDP. The National Council for Prescription Drug Programs, Inc., is a not-for-profit ANSI-Accredited Standards Development Organization consisting of over 1,500 members representing virtually every sector of the Pharmacy services industry.

24. Offeror. A company or individual submitting a Proposal in response to this RFP.
25. On-Line System. Contractor's real time, on-line system for adjudicating prescription drug claims submitted by retail pharmacies.
26. Participating Pharmacy. A pharmacy that has entered into an agreement with Contractor, that specifies the terms and conditions of the pharmacy's participation in the Contractor's BWC-specific network, developed for this Contract.
27. Plan Design. The Program drug coverage, days supply limitation, DAW difference, Formulary (including Formulary drug selection and relative cost indication), and other Program specifications applicable to the Program designated by the State as set forth in this Contract or otherwise documented between the parties.
28. Pro-DUR. Prospective Drug Utilization Review - Prospective DUR involves the assessment of prescribed drug therapy before the medication is dispensed to the patient.
29. Program. The State's pharmacy benefit program that is the subject of the RFP and Contractor's Proposal.
30. Program Pricing Terms. The financial terms relative to this Program shall consist of:
 - a. Financial or pricing terms, allowances, guarantees and incentives set forth in the Contractor's Proposal and reduced to writing by the Contract issued pursuant to this RFP.
 - b. Performance standards and penalties set forth in this RFP, the Contractor's Proposal, and/or any mutually agreeable condition.
 - c. Any funds due the State from the collection of rebates, administrative fees, and other Program fees received by Contractor from pharmaceutical manufacturers relating to the State's Covered Drug utilization.
31. Pharmacy Program. The Contractor's Program, as described in the Contractor's Proposal and meeting the PBM Service Requirements set forth in Attachment One, Part One to the RFP, in which eligible injured workers may receive Covered Drugs from a Participating Pharmacy upon verification of Program eligibility and payment of any applicable Co-payment, and the claim is submitted by the Participating Pharmacy to Contractor for payment in accordance with this Contract and the applicable Contractor Participating Pharmacy Contract.
32. RFP. That certain Request for Proposal for Pharmacy Benefits Management Services numbered as CSP903609, issued by the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Bureau of Workers' Compensation, including any addenda, which by its terms is an integral part of this Contract.
33. Receipt Date. The date on which the Contractor receives any documents or information related to a claim and/or necessary for the Contractor to carry out its obligations, per the Contract awarded subsequent to the issuance of this RFP, including but not limited to provider bills, injured worker reimbursement requests, customer inquiries, processing prior authorization requests. For purposes of this Program, the Contractor shall be deemed to have received documents or information according to the following schedule:
 - a. Fax Receipt Date – The date printed at the top of the incoming fax by the Contractor's receiving fax machine (including contractors or subcontractors where such contractors or subcontractors initially receive the incoming fax document or information). The Contractor (or subcontractor) is required to use fax machine(s) with date/time indicators (showing either a.m./p.m. or military time), and to leave the date/time indicators on at all times.
 - b. Hard Copy Receipt Date – The date the Contractor's mail room clerk or the first Contractor employee or the first contractor directed personnel (including contractors or subcontractors where such contractors or subcontractors have the initial contact with the hard copy document or information) touches the hard copy document or information for the first time.
 - c. Electronic Data (EDI or E-Mail) Receipt Date – The date the electronic data is received by the (including contractors or subcontractors where such contractors or subcontractors initially receive the electronic data or information).
 - d. Internet Data Receipt Date – The date the internet data is retrieved from the BWC's World Wide Web site (www.ohiobwc.com) by the Contractor, or, if the Contractor retrieves electronic data and/or documents from a contractor or subcontractor via the internet (including but not limited to electronic bills and/or documents), the date the Contractor or subcontractor initially received the electronic data, information or documents.

- e. Telephone Call Receipt Date – The date the telephone call is received by the Contractor or a message is left on the Contractor’s answering machine(s) (including calls or messages received by answering services or other contractors or subcontractors where such answering services, contractors or subcontractors initially receive the call or message on behalf of the Contractor).

- 34. State. Refers to the state of Ohio, through any of its departments, agencies, or representatives.
- 35. State of Ohio fiscal year. The period from July 1 of a given calendar year through June 30 of the following calendar year.
- 36. Subcontractor. Any service provider hired under contract with the Contractor to meet the requirements of this agreement.

C. MUTUALLY AGREED UPON CLARIFICATIONS AND MODIFICATIONS – PBM FOR THE OHIO BWC

- 1. The general Terms and Conditions for the Contract are contained in Attachment Three of the RFP for Project. The Contract consists of:
 - a. The original RFP and any addendums.
 - b. The documents and materials incorporated by reference in the RFP.
 - c. The Contactor’s Proposals, as amended, clarified, and accepted by the State.
 - d. The documents and materials incorporated by reference in the Offeror’s Proposal and subsequent accepted clarifications.
 - e. Any related amendments issued subsequent to Contract award.
- 2. The BWC and the Contractor shall notify the DAS, Office of Procurement Services within ten (10) business days in the event of a change in personnel, financial, or contact information.
- 3. Contract Term. The term of this Contract shall be from 11/1/09 through 10/31/12. Contractor transition work shall begin immediately upon the State’s execution of a Contract. The State may solely renew this Contract at the discretion of the DAS OPS for a period of one (1) month. Any further renewals will be by mutual agreement between the Contractor and the Department of Administrative Services for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed four (4) years and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. The State may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.
- 4. The Contractor shall provide the DAS Office of Procurement updated DMA, EOD, insurance forms and performance bond documentation for the Contractor’s organization on an annual basis, or as appropriate when changes go into effect.
- 5. Global e-mail addressees. The Contractor shall create and maintain throughout the term of the Contract, a general electronic mail address for the exclusive utilization of BWC staff. This electronic mail address shall be monitored by the Contractor account management (Project Manager, Operations Manager, and/or the Clinical Pharmacy Director) in order to determine the nature of the request. Once identified, the request shall be forwarded internally to provide a response to the request.
- 6. Ohio Ethics and Elections Law.
 - a. Ethics Law

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

b. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

7. The State will attempt, to the best of its ability, to keep the Contractor's proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing, the State Office of Procurement Services shall have sole discretion in determining whether the information identified by the Contractor as proprietary or trade secret material is excepted from disclosure under Ohio law. In responding to a public records request, if the State determines that the information identified by the Contractor appears not to be exempt and may be released upon a proper request, the Contractor will be advised of the State's intent to release the information.
8. Economic adjustment clause. The All Urban Consumer Price Index for the Midwest Region as measured by the Bureau of Labor Statistics (BLS) for the average of the preceding 12 calendar months less 50 basis points, not to fall below zero (0). All required documentation shall be obtained from the BLS, and presented to the State Office of Procurement Services (on behalf of the BWC) to substantiate a change in the fee.

If a fee increase is being proposed, we understand that it shall not exceed the Bureau of Labor Statistics' Consumer Price Index for all urban consumers for the preceding 24 months. The State requires that the per-bill fee be guaranteed for each Contract period. Additionally, any request of adjustment to the administrative fee will include disclosure of any revenue related to this Project for the previous Contract period.

D. SARBANES-OXLEY (SOX) – SAS 70 CONTROL OBJECTIVES.

CONTROL OBJECTIVE
1. <u>GENERAL COMPUTER CONTROLS</u>
<p>Control Objective 1 – Security Administration</p> <p>Control policies and procedures shall be in place to provide reasonable assurance that the Contractor is aware of the importance of information security and the need to protect systems and data from unauthorized access.</p> <p>The Contractor periodically trains and reminds all levels of management and staff of this fact. In addition, the Contractor's management team periodically reviews existing policies and procedures, updates them as needed, and communicates these changes to all affected parties.</p>
<p>Control Objective 2 – Logical Access</p> <p>Control policies and procedures shall be in place to provide reasonable assurance that logical access to programs, data, systems, networks, job-scheduling software, and program documentation is limited to properly authorized individuals that require such access to fulfill their job duties.</p> <p>Appropriate supervisory staff shall regularly review the access lists; and ensure separated employees' access is terminated in a timely manner. The State shall notified of all terminated employees who had access to the State/BWC Portal.</p>
<p>Control Objective 3 – User and System Accounts</p> <p>Control policies and procedures shall be in place to provide reasonable assurance that users and system accounts are uniquely identified (i.e., no group accounts), and authenticated through the use of: passwords, tokens, biometrics, or some combination thereof;</p> <p>Utilization of individual use of the system(s)is logged; and the logs are regularly reviewed by supervisory staff.</p>

Control Objective 4 - Network Protection

Control policies and procedures shall be in place to provide reasonable assurance that there is adequate protection of the data network from unauthorized access. This shall include, but not be limited to: adequate firewall protection, denial-of-service detection and prevention, intrusion detection and prevention, and timely application of security patches to network and computing devices.

Control Objective 5 – Malicious Software

Control policies and procedures shall be in place to provide reasonable assurance that there are adequate malicious code protection and eradication mechanisms at critical information system entry and exit points (e.g., firewalls, electronic mail servers, web servers, proxy servers, remote-access servers) and at workstations, servers, or mobile computing devices on the network. The organization shall update malicious code protection mechanisms (including the latest virus definitions) whenever new releases are available in accordance with organizational Change Management policy and procedures.

Control Objective 6 – Media Protection

Control policies and procedures shall be in place to provide reasonable assurance that digital (e.g., tapes, CDs, etc.) and non-digital (e.g., paper, microfiche) records are adequately protected from unauthorized access during processing and storage. This includes encrypting sensitive data (including backup tapes) when necessary, in accordance with the State's Policy of Public Records Release. In addition, appropriate procedures shall be in place for the disposal and ultimate destruction (when necessary) of physical records and media storing electronic records relevant to the State's operations.

Controls shall afford reasonable assurance of preventing unauthorized access to the State's related documents and data during any disposal process.

Control Objective 7 – Physical Access

Control policies and procedures shall be in place to provide reasonable assurance that physical access to computer equipment, storage media, and program documentation, regardless of location, is limited to properly authorized individuals that require such access to fulfill their job duties.

Appropriate supervisory staff shall regularly review the access lists to ensure access for separated employees is terminated in a timely manner.

Computer Operations

Control Objective 8 – Data Center Environmental Security

Control policies and procedures shall be in place to provide reasonable assurance that there are adequate data center environmental prevention and detection controls. At a minimum, these shall include prevention and detection controls for: fire, water, temperature, humidity, and electric surge.

Control Objective 9 – Change Management

Control policies and procedures shall be in place to provide reasonable assurance that changes to existing system software/applications, and implementation of new system software/applications are authorized, tested, approved, properly implemented and documented. Furthermore, software/application processing shall be scheduled appropriately and deviations identified, approved and resolved.

Software/applications include, but are not limited to, all EDI, FTP, VPN and provider payment processes.

Control Objective 10 – Secure Data Transmission

Control policies and procedures shall be in place to provide reasonable assurance that transmissions between the State and the Contractor are sent and received completely and accurately (including individual data elements) and are appropriately encrypted when sensitive data is transmitted. This includes, but is not limited to, EDI, FTP, VPN and e-mails.

Controls provide reasonable assurance that procedures exist to assure detection and resolution of network disruptions. All transmissions shall be encrypted. User Control Consideration regarding electronic data submission is documented in the Contractor's Proposal.

Control Objective 11 – Isolation of Data

Control policies and procedures shall be in place to provide reasonable assurance that the State's electronic data and physical files are clearly identified and maintained separately from other corporate lines of business and client lines of business, and that appropriate confidentiality requirements are met.

Control Objective 12 – Backup and Recovery

Control policies and procedures shall be in place to provide reasonable assurance that administrative and operational procedures are established within the systems operations to provide for the adequate and regular backup and retention of systems data and operational procedures are documented in sufficient detail to allow the business to continue operations in the event of a short or long term disruption in operational capabilities.

2. PHARMACY BILL TRANSACTION CONTROLS

Pharmacy Bill Processing

Control Objective 13

Control policies and procedures shall be in place to provide reasonable assurance that pharmacy bill transactions are received from authorized sources and transactions are recorded and processed completely, timely, and accurately.

Control Objective 14

Control policies and procedures shall be in place to provide reasonable assurance that eligibility information received from the State is completely, accurately, and timely applied to the Contractor's system and is appropriately utilized in the processing of pharmacy bills.

The specific controls described within this process shall be included, beginning with the 10/31/10 report (covering the timeframe beginning 11/1/09).

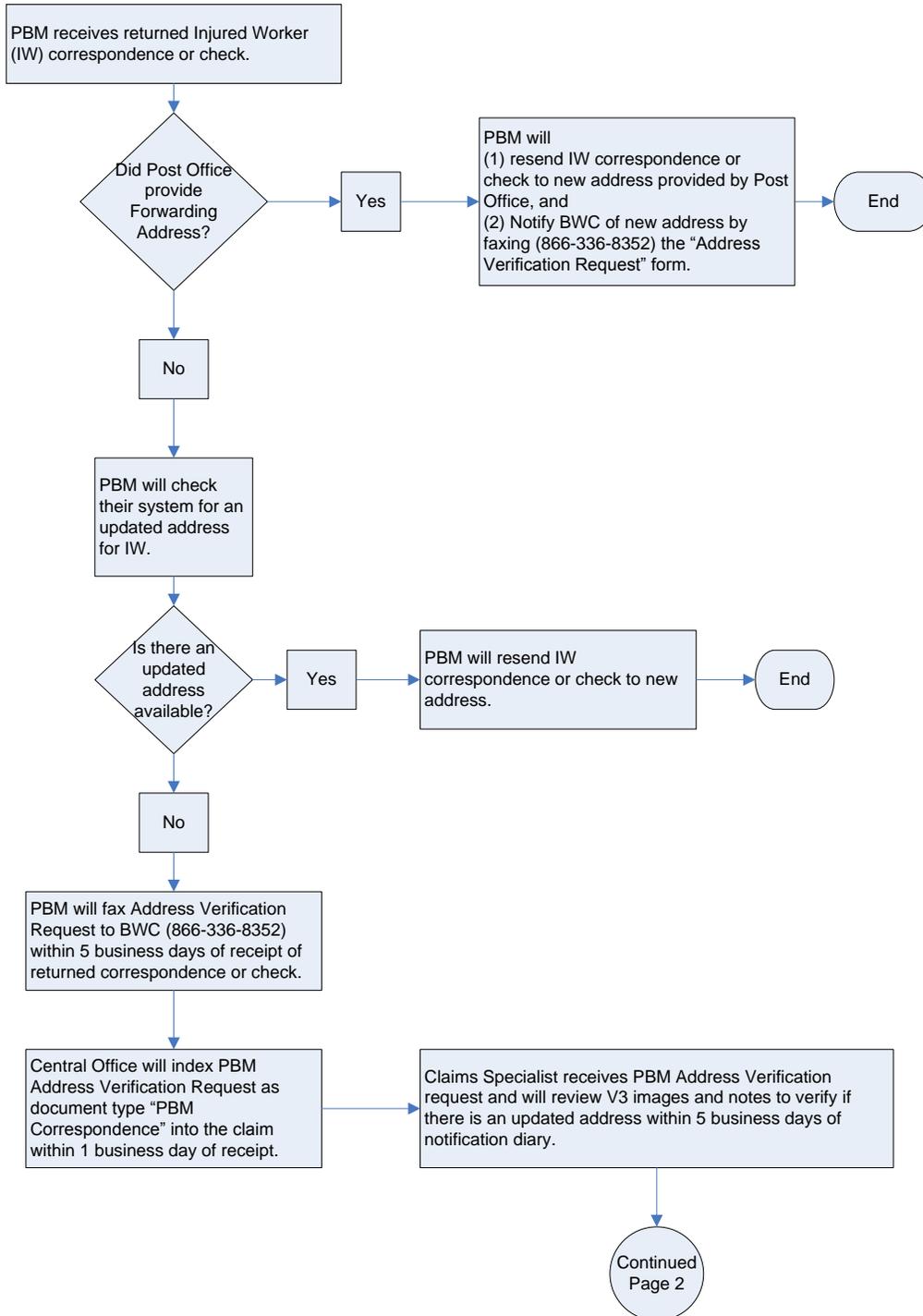
3. OTHER RELEVANT POLICES AND PROCEDURES
Financial Requirements
Control Objective 15 Control policies and procedures shall be in place to provide reasonable assurance that pharmacy bill payment transfers from the State are segregated from other PBM/client funds and recorded completely and accurately. Policies and procedures shall ensure the existence of no more than one (1) provider account for the State's (BWC) pharmacy payments.
Control Objective 16 Control policies and procedures shall be in place to provide reasonable assurance that pharmacy bill payment transfers to providers and/or overpayments recouped from providers due to payment errors or identified as part of an audit are performed completely, accurately and timely.
Control Objective 17 Control policies and procedures shall be in place to provide reasonable assurance that assets maintained in the pharmacy provider reimbursement account are protected from unauthorized access. Policies and procedures include, but are not limited to, monthly reconciliation of the pharmacy provider reimbursement account, resolution of outstanding items and security of check writing process.
Control Objective 18 Control policies and procedures shall be in place to provide reasonable assurance that adequate segregation of duties exist in the roles of personnel performing operations relative to the State's transactions.
Control Objective 19 Control policies and procedures shall be in place to provide reasonable assurance that the Contractor obtains and maintains the necessary professional liability and property insurance required by the State.

E. QUANTITATIVE ASSUMPTIONS.

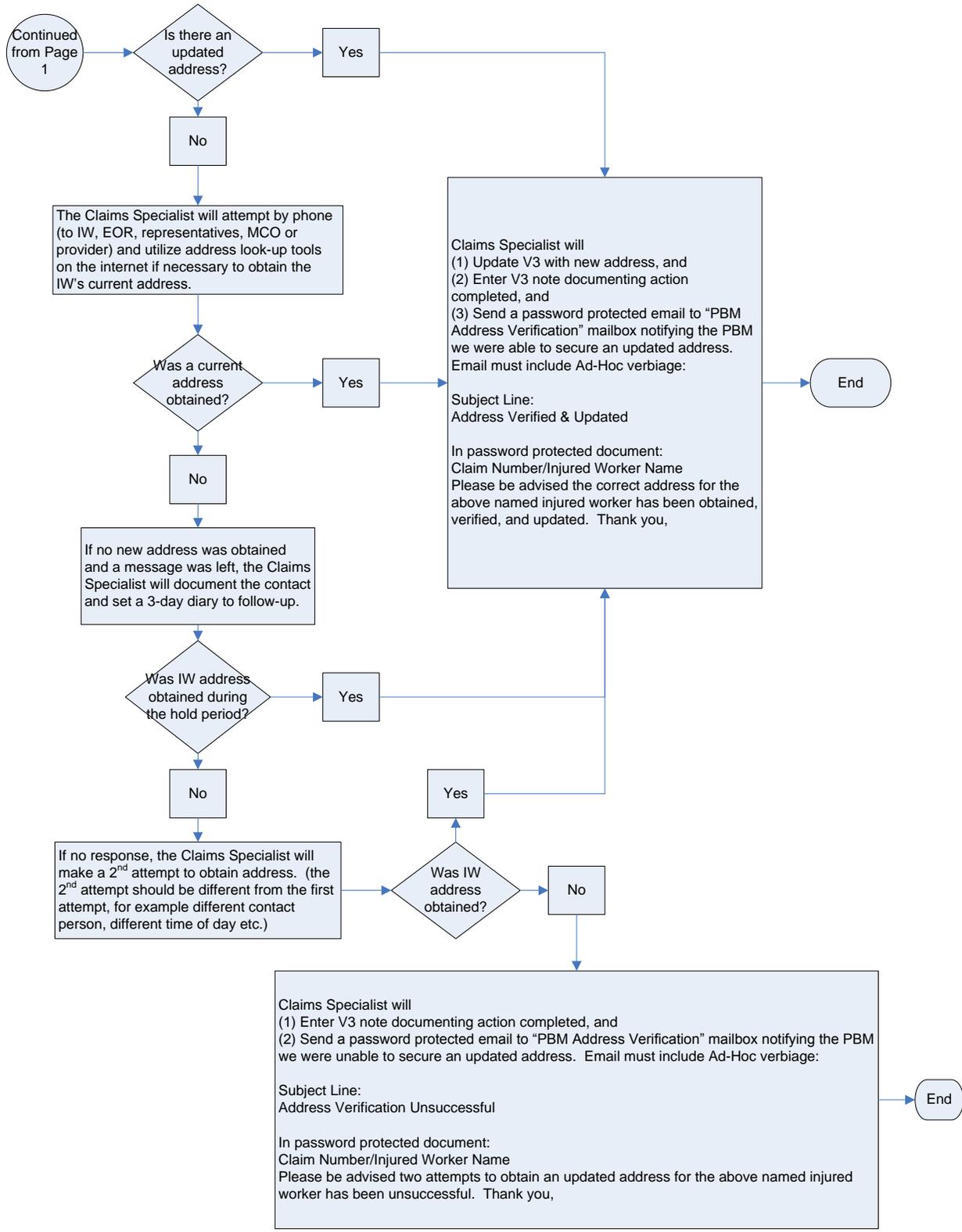
1. Estimated paid bill volume will be less than or equal to volumes provided within RFP.
2. Approximately 250 prior authorization requests per month, with the understanding that the State expects this volume to increase with the implementation of BWC's formulary.
3. 100 on-site and 200 desktop pharmacy audits per year.
4. The implementation phase shall be complete and the Contractor shall be fully operational no later than November 1, 2009.
5. There will be 52 provider payment runs per fiscal year with remittance and check printing and mailing for an estimated 2,500 pharmacies weekly.
6. P&T meetings will be held on a quarterly basis and attendance required of the Contractor.
7. There will be an estimated 3,000 technical/member calls handled by the Contractor call center personnel each month with a potential for corresponding increases should the program activity level increase.
8. Paper claims submitted by the membership shall not exceed two percent (2%) of the total program bills during the fiscal year.
9. RxCLAIM® shall be the bill adjudication system throughout the term of the Contract.

F. PBM ADDRESS VERIFICATION WORKFLOW. The workflow for this process shall be conducted in the manner identified in the two (2) following workflow charts.

PBM Address Verification Workflow Page-1



PBM Address Verification Workflow Page-2



G. PRICING COMPONENTS.

The charges for all services to be provided as part of this Contract are expressed as a per-bill transaction cost. The negotiated fees are calculated on a per-paid-transaction cost. The negotiated costs cover Program implementation as well as services performed during the life of the Contract.

The Contractor understands that the State will not pay an administrative fee for denied or reversed bills, or pay separately for prior authorization requests processed and that the State will reverse any previously paid administrative fees on out-of-cycle reversals.

The per-paid bill charge shall remain the same within each Contract term, unless the State agrees to an exception due to unusual circumstances.

The Contractor's Maximum Allowable Cost (MAC) drug list and associated unit pricing is proprietary and/or constitutes trade secret material such that it falls within one (1) of the exceptions to the Ohio public records laws.

BWC's current rates of reimbursement are as follows:

Brand Name (Single Source) Drugs	The lesser of Average Wholesale Price (AWP)-9% + \$3.50 dispensing fee or the provider's Usual and Customary charge. In this case, the provider refers to the pharmacy receiving the dispensing fee.
Generic (Multi-Source) Drugs	The lesser of its current Offeror's proprietary Maximum Allowable Cost (MAC) for widely-available generic products, the Centers for Medicare and Medicaid (formerly Health Care Financing Administration) Federal Upper Limit (CMS FUL) + \$3.50 dispensing fee, the Average Wholesale Price (AWP)-9% + \$3.50 dispensing fee, or the provider's Usual and Customary charge.

For bills in which the pharmacy "accepts assignment" of the drug bill cost and does not require payment up-front from the injured worker prior to the claim allowance, there is an additional dispensing fee of \$2.50 (for a total dispensing fee of \$6.00).

FDA-approved legend and over-the-counter (OTC) drugs prescribed for an allowed compensable injury or disease are reimbursable by the State. The State will routinely reimburse for medication prescribed for the treatment of an allowed compensable injury or occupational disease if the medicine prescribed is approved or widely accepted as a treatment for the allowed condition.

Maximum days supply and maximum quantity limits for both standard and catastrophic/chronic claim types have been established. The State currently permits the greater of a 34-day supply or 120 metric units of a medication per prescription on allowed claims. Catastrophic claims are permitted to receive up to a 90-day supply with no quantity limitations.

The State reimburses the MAC price and expects the injured worker to pay the difference between the MAC price and the State's fee schedule amount (currently AWP-9%).

The administrative fee covers the Contractor's cost of Program implementation as well as services performed during the life of the Contract issued pursuant to this RFP.

UNSPSC No.: 80101500

OAKS Vendor ID No.: 169969

OAKS Item ID No.: 16215

	11/1/16 through 10/31/17	11/1/17 through 10/31/18
Admin Fee Per Paid Claim (PPC) This is an Admin Fee only and excludes drug spend.	\$ 5.50 PPC	\$ 5.50 PPC

*

* To advise of adjustment to the Admin Fee effective November 1, 2016.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

OAKS Vendor ID No.: 169969

TERMS: Net 30 Days

* OptumRx Administrative Services, LLC
1600 McConnor Parkway
Schaumburg, IL 60173-6801

CONTRACTOR'S CONTACT: Ellen Nelson,

Telephone: 312-261-7819
Cell: 508-713-1773
FAX: 312-261-7841
E-mail: ellen.nelson@optum.com

To remit by means of Wire/ACH, contact the Contractor's Primary Contact for account information.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
4	08/08/16	To advise of change to the contractor's name.
3	11/01/16	To advise of a twenty-four (24) month renewal of the contract effective November 1, 2016 through October 31, 2018 and advise of a new contractor's contact.
2	9/24/14	To advise of a twenty four (24) month renewal of the contract effective November 1, 2014 through October 31, 2016 and to advise of company name and address change along with corresponding information.
1	0924/12	To advise of a twenty four (24) month renewal of the contract effective November 1, 2012 through October 31, 2014 and notification of new state of Ohio contract person. This renewal includes mutually agreeable revisions to three (3) of the Service Level Agreements (SLA).

* To advise of a change to the contractor's name.