



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: STATE OF OHIO EMPLOYEE PHARMACY BENEFITS MANAGEMENT (PBM) SERVICES

CONTRACT NUMBER: CSP900014

EFFECTIVE DATES: 07/01/13 TO 06/30/16

* Renewal through 06/30/17

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP900014 that opened on September 28, 2012. 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.

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 twelve (12) month renewal of the contract effective July 1, 2016 through June 30, 2017 and of changes to contractor's name and contact information.

MUTUALLY AGREED TO MODIFICATIONS TO TERMS AND CONDITIONS AND PROPOSAL CLARIFICATIONS:

A. TERMS AND CONDITIONS

1. Page 40, Suspension and Termination. The 7th paragraph is modified to read.

The State will have the option of suspending rather than terminating the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

2. Page 45, Ownership of Deliverables: The 1st, 2nd and 3rd paragraphs are modified to read.

Each Party shall retain ownership of their confidential and proprietary information, with all rights, title and interest remaining in such Party's confidential and proprietary information. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic or preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") and Contractor shall provide to the State the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, right during the term of this Contract to use all Pre-existing Materials that are incorporated in any Deliverable rather than grant the State ownership of the Deliverables and/or Pre-existing Materials provided however, that the State may distribute such Deliverables and/or Pre-existing Materials solely to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property of the State unless such has been created under this Contract or qualifies as the State's Pre-existing Material. If the Contractor wants to incorporate any of the State's Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Contractor Deliverables and/or any Pre-existing Materials of Contractor included in a custom Deliverable in all copies the State makes of that Deliverable and all copies the State makes of that Deliverable and distributes pursuant to governmental funding mandates.

B. MODIFICATIONS TO ASSUMPTIONS PROVIDED IN CATAMARAN'S PROPOSAL

A. Page 2:

1. Item (c) now reads a reduction of greater than 30% in the total number of members from the number provided to Catamaran during pricing negotiations upon which the financial provisions included in this Agreement are based.
2. Item (f) has been removed and replaces Item (g) with no changes in the original language.

B. Page 3:

1. ID Cards Production & Mailing - Item b. now reads Standard Replacement Card Carrier (fees apply for fulfillment) Add "The replacement card fee will not apply if replacement card is because of change required by Catamaran, such as a change to a new logo.

COST SUMMARY

TITLE: STATE OF OHIO EMPLOYEE PHARMACY BENEFITS MANAGEMENT (PBM) SERVICES

CONTRACT NO.: CSP900014

UNSPSC CODE: 80101500

EFFECTIVE DATE OF SERVICES: July 1, 2013

ITEM NOS.:

ADMIN FEES AND SERVICES: 16207
PHARMACY FEES: 16206

All pricing elements and/or performance guarantees (PGs) shall be based upon the Contractor's Best and Final Offer (BAFO) of February 27, 2013 and negotiations which concluded on March 6, 2013.

In consideration of the services described in this Contract, and based upon current available plan parameters including number of employees, drug utilization, etc. the approximate value of the Contract administrative fee is \$7.5 million with the approximate value of the drug cost expenses being \$305 million over the initial term of the Contract.

* To advise of mutually agreeable contract modifications and fee and rebate adjustments as listed in OptumRx's Pricing Summary dated June 27, 2016.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP900014-1

OAKS Vendor ID No.: HR00001254

TERMS:

* OptumRx PBM of Illinois, Inc.
1600 McConnor Parkway
Schaumburg, IL 60173

Admin Fees & Other: Net 30 Days
Pharm Fees: Net 10 Days

CONTRACTOR'S CONTACT:

* Melissa Pulfer, Account Executive

Telephone: 224-231-2724
Telephone: 877-634-9535 Ext. 83363
Email: Melissa.Pulfer@optum.com

Kathryn Friedman, Account Director

Telephone: 866-308-4547 Ext. 89725
Email: Kathryn.Friedman@optum.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	07/01/16	To advise of a twelve (12) month renewal of the contract effective July 1, 2016 through June 30, 2017 and of changes to contractor's name and contact information.

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