

Exhibit A

Contract ETG0013: Clarifications agreed to by the parties to the November 18, 2016 Request for Proposal (RFP) ETG0013 Administrative Services for the State of Wisconsin Pharmacy Benefit Program to be provided by Navitus Health Solutions, LLC (Navitus) to the State of Wisconsin Department of Employee Trust Funds for the Pharmacy Benefit Program offered by the State of Wisconsin Group Insurance Board.

The following are clarifications to the Contract terms:

#	Document / Section	Section Description	Clarification
1	RFP #ETG0013 Section 6.2.3	On-site staff position description	Contractor's onsite staff person will provide support to Department operational staff with regard to eligibility, complex member inquiries, Group Insurance Board reporting, and communications materials. Contractor's onsite staff person will also serve as a liaison between the Contractor and the Department regarding benefit coverage interpretations and appeals. Contractor's onsite staff person is expected to be located at the Department's site on a part-time basis, to be agreed upon by the Contractor and Department. The Department will assist in creating a formal position description and in the hiring process if applicable as a part of implementation.
2	Exhibit 1, Section 135	Participant Materials and Marketing, 135A Informational/Marketing Materials, 4)	If the Department requests that the Contractor provide any notifications, which are of a type and level that are different from those provided previously by Contractor and which would result in increased costs to Contractor of \$50,000 or more, then the parties will negotiate in good faith regarding the terms and conditions under which Contractor will provide such notifications, and Contractor will not be obligated to provide such notifications until the parties have agreed on such terms. Increased costs mentioned above do not include prohibited fees as set forth in Section 130B of RFP ETG0013.
3	Exhibit 1, Section 150A 1) a-g	Reporting Requirements and Deliverables	The following reports at a minimum will be provided to the Department by the Contractor <u>monthly</u> : <ol style="list-style-type: none"> <u>Standard Reports</u> – separate reports must be provided for Commercial and Medicare Part D coverage as they are being provided prior to the 2018 Plan Year; reports must also be rolled up quarterly and annually. <ul style="list-style-type: none"> • Drug category Utilization • Drug Utilization by Drug Name • Top Pharmacies by Script Count • Networks (retail; 90-day retail, mail, etc.) • Drug Mix (e.g. Source (brand, generic, specialty, etc.); Tier/Level; etc.)

			<ul style="list-style-type: none"> Client Group Metrics (e.g. State vs. WPE; Annuitant/Continuant vs Active; etc.) <p>2. <u>Medicare Finance</u> – separate reports must be provided for State and WPE (Local) as they are being provided prior to the 2018 Plan Year; reports must be rolled up quarterly and annually.</p> <ul style="list-style-type: none"> LIS/LEP Reporting CMS Payment Reports Payment schedules (CMS subsidies and Gap Discounts) <p>3. <u>Grievance & Appeals</u> – reports must be provided to ETF’s Ombudsperson Services as they are being provided prior to the 2018 Plan Year; reports should be rolled up and summarized annually in accordance with Exhibit 1, Section 115 9) c).</p> <p>The following reports at minimum will be provided to the Department by the Contractor <u>quarterly</u>:</p> <p>1. <u>Rebate, AWP Discount and Dispensing Fee Guarantees</u> (not provided prior to the 2018 plan year).</p> <ul style="list-style-type: none"> Separate reports must be provided for Commercial and Medicare Part D coverage. Reports must also be rolled up quarterly and annually. Data to be included in the reports and format will be developed and agreed to by both parties <p>2. <u>Performance Standards and Penalties</u></p> <ul style="list-style-type: none"> Reports will be provided to the Department by the Contractor based on the requirements of Exhibit 1, Sections 315C, 315D, 315F and 315G 7) & 8). Data to be included in the reports and format will be developed and agreed to by both parties. <p>3. <u>Rebate Allocation Reporting</u> (not provided prior to the 2018 plan year)</p> <ul style="list-style-type: none"> ETF is requiring reports be provided by the Contractor that will identify where rebates received are applied (e.g. Commercial vs. Medicare Part D; State vs. WPE (Local); Annuitant/Continuant vs. Active Employee). Data to be included in the reports and format will be developed and agreed to by both parties. <p>Additional reports and deliverable timelines may be developed and agreed to by both parties.</p>
--	--	--	---

4	Exhibit 1, Section 220	Quality	ETF staff will collaborate with the Contractor to develop a final measure set. Measures agreed upon for the first year of this Contract will not be associated with financial benefits or penalties, but may be subject to such financial penalties or benefits if the Contract is extended.
5	Exhibit 1, Section 305 9)	Reporting Requirements – Claims Invoice Reconciliation Report	ETF Staff will collaborate with the Contractor to implement changes to the claims extract reports currently provided by the Contractor for claims invoice reconciliation, within ninety (90) days of the Contract effective date. These claims extract reports will be used until claims invoice reconciliation processes developed within the Department's data warehouse are functional.
6	Exhibit 4, Section 4.0	Contractor (subcontracting of services)	<p>The Department will only require advance review of subcontracts that have a specific impact to member experience or program cost. The Department may request retrospective review of subcontracts where impact to member experience or program cost were not initially anticipated but ultimately occurred and require advance review and approval of future subcontract renewals and/or new subcontracts that the department finds meet these criteria.</p> <p>The Department does not consider pharmacies or manufacturers to be subcontractors under this agreement, except to the extent expressly required by applicable law or where the terms of this Contract expressly apply to Participating Pharmacies.</p>
7	Exhibit 4, Section 21.0	Ownership of Materials	The Department maintains ownership of all documents, and other materials developed as a part of this Contract and solely for use by the Department. This excludes any documents, or other materials created by the Contractor for use generally. Notwithstanding this, the Department shall have the right to use all documents, software, and information provided under this Contract. The Department understands no customized software will be created by the Contractor as part of this Contract. Contractor has given the Department assurances that the Department will not require Contractor's software or any third-party software to view the data upon termination or expiration of this Contract.

8	Exhibit 4, Section 28.0	(j) Notification of Correspondence Concerning Confidential Information, and (k) Breaches of Confidential Information	The enhanced notification procedures under subsections (j) and (k) of Section 28 of the Department Terms and Conditions attached as Exhibit 4 will only apply to a suspected breach, impermissible use, or impermissible disclosure of ETF's Confidential Information and does not include: (a) general, daily traffic on Navitus' system firewall, or (b) disclosures that are reasonably identified as such by Contractor as "low risk" consistent with past practices. Section 28 will not be deemed to supersede Section 22 of Exhibit 4, which functions as the Business Associate Agreement between the parties.
9	Exhibit 1, Section 255I	Subrogation and Other Payers	The Contractor's subrogation obligations are limited to situations where, at the Contractor's discretion, the circumstances in a particular subrogation matter warrant such a decision. This means that if the Contractor determines that the dollar amount of a subrogation lien is so low as to make recovery cost prohibitive, the Contractor is not obligated to pursue the Board's subrogated interest.