



Contract By Authorized Board

Commodity or Service: Administrative Services as the State of Wisconsin
Pharmacy Benefit Manager

Request for Bid/Proposal No: ETJ0007
Amendment 2
Authorized Board: Group Insurance Board

Contract Period: 01/01/2011 thru 12/31/2013 with option for two (2) additional two year periods or one (1) four year period

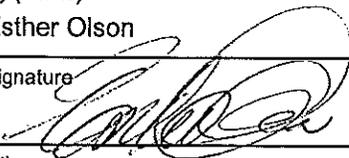
1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds (Department), the State of Wisconsin Group Insurance Board (Board) and the contractor whose name, address, and principal officer appears on page 2. The Department is the sole point of contact for Board contracting;
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than twenty-five (25) employees are exempted from this requirement.

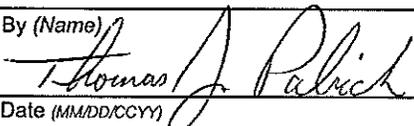
Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Purchasing Agent, Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, (608) 266-8989, mark.blank@etf.state.wi.us.

5. For purposes of administering this contract, or in the event of any conflict, ambiguity, or inconsistency among the terms of this Contract and the documents incorporated within, the Order of Precedence to resolve any inconsistencies is:
 - 1) This contract;
 - 2) Amendment 1 dated December 8, 2010;
 - 3) Business Associate Agreement;
 - 4) The Uniform Benefits provisions found in the "TERMS AND CONDITIONS FOR COMPREHENSIVE MEDICAL PLAN PARTICIPATION IN THE STATE OF WISCONSIN GROUP HEALTH BENEFIT PROGRAM AND UNIFORM BENEFITS FOR THE CONTRACTED YEAR (ET-1136-xx)" as related to pharmacy benefits to be provided through the pharmacy benefit manager under the express provisions of the Uniform Benefits Guidelines and Standard Plan and terms and conditions of the specific contracts between the Board and individual HMOs as amended by the Board from time to time for 2011 or for subsequent years;
 - 5) RFP ETJ0007 dated January 28, 2010, including all appendices, attachments and amendments;
 - 6) The technical and cost proposals for the RFP ETJ0007 submitted by Navitus Health Solutions, LLC dated March 3, 2010, including all appendices, attachments and amendments;
 - 7) Navitus Pharmacy Benefit Management Services Agreement - Medicare Part D Addendum, dated January 1, 2012.
6. Amendment 2 dated November 6, 2012, revises payment for contractor's services effective April 1, 2012. All other provisions of this contract unrelated to this amendment remain in effect.

Contract Number & Service: ETJ0007; Administrative Services as the State of Wisconsin Pharmacy Benefit Manager

Request for Bid/Proposal No: ETJ0007
 Amendment 2, Signature Page
 Authorized Board: Group Insurance Board

State of Wisconsin Department of Employee Trust Funds	
By Authorized Board (Name)	Group Insurance Board
By (Name)	Esther Olson
Signature	
Title	Chair, Group Insurance Board
Contact and Phone	Robert J Marchant, Deputy Secretary 608/266-9854
Date (MM/DD/CCYY)	11/13/2012

To be Completed by Contractor	
Legal Company Name	Navitus Health Solutions, LLC
Trade Name	Navitus Health Solutions
Taxpayer Identification Number	43-608530
Company Address (City, State, Zip)	2601 West Beltline Highway, Suite 600 Madison, WI 53713
By (Name)	
Date (MM/DD/CCYY)	10/30/2012

Pharmacy Benefit Management Contract

ETJ0007 Amendment 2

November 6, 2012



Issued by the State of Wisconsin
Department of Employee Trust Funds

On behalf of the Group Insurance Board
With
Navitus Health Solutions, LLC

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PART 1 GENERAL

1.01 Purpose.

(a) In accordance with Amendment 1, dated December 8, 2010, specifically Part 1, Section 1.05, the Contract is being amended in response to Contractor's offer to reduce the per member per month administrative fee as described in Amendment 1, Part 6, Section 6.01, effective April 1, 2012.

(b) This Amendment is considered the official acceptance by the Board of the Contractor's offer as provided in Exhibit 1 of this Amendment.

1.02 Execution of Contract.

(a) All provisions of the Contract, except those specifically annotated in Part 2, remain in full force and effect unless otherwise agreed to by all parties in a future amendment.

(b) All terms defined in Amendment 1 of the Contract will hold the same meaning in this, Amendment 2.

PART 2 AMENDED FINANCIAL PROVISIONS

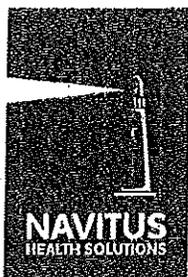
2.01 Payment for contractor's services.

(a) The per member per month administrative fee as described in Amendment 1, Part 6, Section 6.01 (c) is \$2.60, effective April 1, 2012.

(b) This amended per member per month administrative fee replaces the previously agreed upon \$2.91 per member per month administrative fee that was in force on April 1, 2012, and that had been calculated in accordance with Amendment 1, Part 6, Section 6.01 of the Contract.

(c) Annual adjustments to the per member per month administrative fee hereinafter, as calculated in accordance with provisions in Amendment 1, Part 6, Section 6.01 (c), or restricted by Amendment 1, Part 1, Section 1.04 (c), will use \$2.60 per member per month as the basis .

EXHIBIT 1



June 25, 2012

Lisa Ellinger
Deputy Administrator, Division of Insurance Services
Department of Employee Trust Funds
PO Box 7931
Madison, WI 53707-7931

RE: Navitus 2012 Per Member Per Month (PMPM) Administrative Fee

Dear Lisa:

The Department of Employee Trust Funds has been a key part of the Navitus Health Solutions foundation and growth ever since our inception. Navitus greatly appreciates the partnership and relationship that we have had with the Department of Employee Trust Funds. In recognition of this long-standing partnership, Navitus would like to propose a decrease to our current administrative fee agreement.

Our currently agreed upon administrative fee for 2012 is **\$2.91**. With the approval of the Department of Employee Trust Funds, Navitus will decrease the administrative fee to **\$2.60** effective April 1, 2012. Once approval is provided, Navitus will credit the Department of Employee Trust Funds for previous months dating back to April 1, 2012.

At Navitus, we embrace a 100% pass-through business model based on net cost minimization, the alignment of incentives, and complete transparency for our clients. We are committed to providing exceptional service and quality pharmaceutical care for our clients and members. It has been our pleasure to serve the Department of Employee Trust Funds, and we look forward to continuing our relationship. Please feel free to call us with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Thomas J. Pabich'.

Thomas J. Pabich
Senior Vice President, Client Services & Business Development
Navitus Health Solutions, LLC

CORPORATE | 2601 West Beltline Highway, Suite 600 | Madison, Wisconsin 53713

CUSTOMER CARE | 5 Innovation Court, Suite B | Appleton, Wisconsin 54914

TEXAS | 7501 North Capital Of Texas Highway | Building C, Suite 200 | Austin, Texas 78731