



Contract By Authorized Board

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

Request for Proposal (RFP) No: ETJ0007
 As modified or clarified in Amendment 3

Authorized Board: Group Insurance Board

Contract Period: 01/01/2011 thru 12/31/2015 with an option for one (1) additional two-year period.

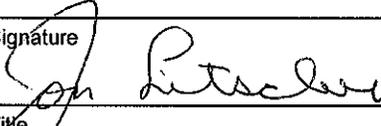
1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds (Department), the State of Wisconsin Group Insurance Board (Board) and the contractor whose name, address, and principal officer appears on page 2. The Department is the sole point of contact for 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 fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement.

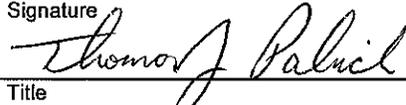
 Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Purchasing Agent, Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, (608) 266-8989, mark.blank@etf.state.wi.us.
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 3, dated February 20, 2014;
 - 3) Amendment 2, dated November 6, 2012;
 - 4) Medicare Part D Addendum, dated January 1, 2012;
 - 5) Amendment 1, dated December 8, 2010;
 - 6) Business Associate Agreement;
 - 7) 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;
 - 8) RFP ETJ0007 dated January 28, 2010, including all appendices, attachments and amendments;
 - 9) 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.
6. Navitus Pharmacy Benefit Management Services Agreement - Medicare Part D Addendum, dated January 1, 2012, provides for services applicable to the inclusion of a Medicare Part D Employer Group Waiver Plan in place of the Retiree Drug Subsidy program for the State and Wisconsin Public Employers group health insurance programs.

7. 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.
8. Amendment 3 dated February 20, 2014, memorializes the Board's May 21, 2013 decision to extend this Contract for one (1) 2-year period effective January 1, 2014, and expiring on December 31, 2015, in accordance with Section 1.04 of Amendment 1 of this Contract. This amendment also reflects an agreement between the Department, on behalf of the Board, and the Contractor to allow the Department to initiate ACH transfers to the Contractor within three (3) business days instead of two (2) for payment of claims account invoices from the Contractor as identified in Section 6.02 of Amendment 1 of this Contract. All other provisions of this Contract remain in full force and effect.

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

Amendment 3 – February 20, 2014

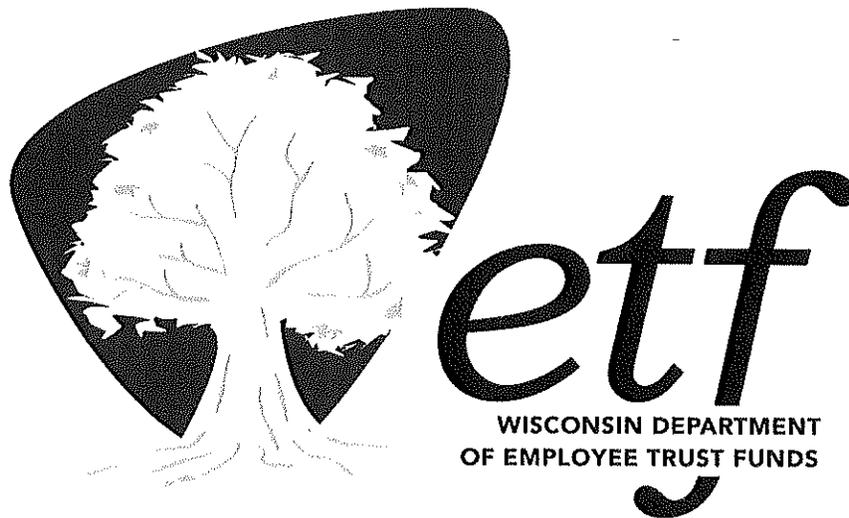
State of Wisconsin Department of Employee Trust Funds
By Authorized Board (Name) Group Insurance Board
By (Name) Jon Litscher
Signature 
Title Chair, Group Insurance Board
Contact and Phone c/o Robert J Marchant, Deputy Secretary (608) 266-9854
Date (MM/DD/CCYY) 04/07/2014

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) Thomas J. Pabich
Signature 
Title SVP - Business Dev. & Client Services
Phone 608-729-1557
Date (MM/DD/CCYY) 02/28/2014

Pharmacy Benefit Management Contract

ETJ0007 Amendment 3

February 20, 2014



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) Effective as of January 1, 2011, the State of Wisconsin Group Insurance Board ("Board") and Navitus Health Solutions, LLC ("Contractor") entered into an Administrative Services Contract for Pharmacy Benefit Manager Services ("Contract"), whereby Contractor agreed to provide pharmacy benefit management services to the State of Wisconsin and Wisconsin Public Employers group health insurance programs. Amendment 1 of the contract, dated December 8, 2010 and effective January 1, 2011, provided the terms of the contract under Section 1.04. Under Section 1.04 of Amendment 1, the Contract shall terminate as of December 31, 2013, unless extended by agreement of the parties.

(b) Amendment 1 of the contract, dated December 8, 2010 and effective January 1, 2011, also provided the terms by which the Board, assuming all financial responsibility for claims submitted for Covered Individuals to Contractor, whether by Participating Pharmacies or Covered Individuals, would initiate Automated Clearinghouse ("ACH") transfers to Contractor within two (2) business days of receipt of Contractor invoices as authorized under Section 6.02.

(c) The Board and Contractor enter into this Amendment 3 to:

(1) Extend the Contract as set forth in Part 2, Section 2.01 of this Amendment.

(2) Change the number of business days required for the Board to initiate Automated Clearinghouse ("ACH") transfers to Contractor as set forth in Part 2, Section 2.02 of this Amendment.

1.02 Execution of Contract.

(a) This Amendment to the Contract between the Contractor and the Board shall be effective January 1, 2014, when the updated Contract document is signed by authorized representatives for each party hereto. By their signature, each signatory represents that he or she has proper and legal authority to sign and bind their principal and that each party has all required legal right and power to perform all acts called for by the Contract in the State of Wisconsin and elsewhere.

(b) 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. All terms defined in Amendment 1 of the Contract will hold the same meaning in this, Amendment 3.

**PART 2
AMENDED CONTRACT TERMS**

2.01 Term of Contract.

(a) As permitted by Part 1, Section 1.04 (b) in Amendment 1 of the Contract, and in response to the May 21, 2013 decision by the Board to extend the original term of this Contract, the Board and the Contractor hereby extend the Contract for one (1) two-year extension, beginning January 1, 2014 and ending December 31, 2015.

(b) This Contract may be extended for one (1) additional two-year period, when this amended contract term expires on December 31, 2015, and upon the agreement of both parties.

2.02 Claims Account.

(a) Part 6, Section 6.02 (a) in Amendment 1 of the Contract is amended to allow the Board to initiate Automated Clearinghouse ("ACH") transfers to Contractor within three (3) business days of receipt of Contractor invoices as authorized in Part 6, Sections 6.02 (b), (c) and (d) in their entirety.

(b) This change is in response to the Department's request to the Contractor to accommodate the implementation of the Department's new Financial Management Information System (FMIS). The Department's request was made on behalf of the Board.